

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER PR-OARM-12-00361		PAGE 1 of 66	
2. CONTRACT NO. EP-W-12-004		3. AWARD/EFFECTIVE DATE 03/01/12		4. ORDER NUMBER		5. SOLICITATION NUMBER SOL-DC-12-00007	
7. FOR SOLICITATION INFORMATION CALL: ▶		a. NAME			b. TELEPHONE NUMBER (No collect calls)		6. SOLICITATION ISSUE DATE 02/09/2012
9. ISSUED BY U.S. Environmental Protection Agency Administrative Contract Service Center Mail Code: 3803R 1200 Pennsylvania Avenue, NW Washington, DC 20460		CODE 3803R		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR: <div style="display: flex; justify-content: space-between;"><div><input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN OWNED SMALL BUSINESS</div><div><input type="checkbox"/> EMERGING SMALL BUSINESS <input type="checkbox"/> 8(A)</div></div> NAICS: 493110 SIZE STANDARD: \$25M			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR700) <input type="checkbox"/>		13b. RATING	
15. DELIVER TO U.S. Environmental Protection Agency Facilities Management Service Division 1200 Pennsylvania Avenue, NW Washington, DC 20460		CODE 3204M		16. ADMINISTERED BY U.S. Environmental Protection Agency Administrative Contract Service Center Mail Code: 3803R 1200 Pennsylvania Avenue, NW Washington, DC 20460			
17a. CONTRACTOR/OFFEROR Apex Logistics, LLC 9015 Rhode Island Ave College Park, MD 20740		CODE FACILITY CODE		18a. PAYMENT WILL BE MADE BY U.S. Environmental Protection Agency RTP-Finance Center (D143-02) 109 T.W. Alexander Drive Durham, NC 27711			
TELEPHONE NO.		17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED. <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Warehouse and Labor Services, in accordance with the attached Statement of Work.						
				<i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>			
25. ACCOUNTING AND APPROPRIATION DATA See Attached						26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$2,565,537.86	
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA				<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.			
<input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA				<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.			
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				<input checked="" type="checkbox"/> 29. AWARD OF CONTRACT: REF. <u>SOL-DC-12-00007</u> OFFER DATED <u>02/22/12</u> , as revised on <u>02/28/12</u> . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: <u>See attached</u> .			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Nicole Humphrey		31c. DATE SIGNED	

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	<p>Accounting Info: 12-13-B-51ER-ZZZGF2-2504-1251ARR312-001 BFY: 12 EFY: 13 Fund: B Budget Org: 51ER Program (PRC): ZZZGF2 Budget (BOC): 2504 DCN - Line ID: 1251ARR312-001 Funding Flag: Partial Funded: \$308,922.64</p> <p>Accounting Info: 12-T-51ER-ZZZGF2-2504-1251ARR312-002 BFY: 12 Fund: T Budget Org: 51ER Program (PRC): ZZZGF2 Budget (BOC): 2504 Job #: HQ00BM00 DCN - Line ID: 1251ARR312-002 Funding Flag: Partial Funded: \$72,463.34</p> <p>The obligated amount of award: \$381,385.98. The total for this award is shown in box 26.</p>				
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED:					
32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
		32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT		37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY			
<input type="checkbox"/> 41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY (<i>Print</i>)			
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE		42b. RECEIVED AT (<i>Location</i>)	
				42c. DATE REC'D (YY/MM/DD)	
				42d. TOTAL CONTAINERS	

CONTRACT CLAUSES

Clauses Incorporated by Reference:

FAR 52.212-4 Contract Terms and Conditions—Commercial Items. Alt I (OCT 2008)

FAR 52.212-5 -- Contract Terms and Conditions Required to Implement Statutes or Executive Orders -- Commercial Items. (Jan 2012)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- (1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).
____ Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).
- (2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).
- (3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

- ☒ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).
- ☒ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).
- ____ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub L. 111-5) (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009).
- ☒ (4) 52.204-10, Reporting Executive compensation and First-Tier Subcontract Awards (Jul 2010) (Pub. L. 109-282) (31 U.S.C. 6101 note).
- ____ (5) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (Jul 2010) (Pub. L. 111-5).
- ☒ (6) 52.209-6, Protecting the Government' Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Dec 2010) (31 U.S.C. 6101 note).
- ☒ (7) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jan 2012) (41 U.S.C. 2313).
- ☒ (8) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (section 740 of Division C of Public Law 111-117, section 743 of Division D of Public Law 111-8, and section 745 of Division D of Public Law 110-161).
- ____ (9) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).
- ____ (10) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a).
- ____ (11) [Reserved]
- ☒ (12) (i) 52.219-6, Notice of Total Small Business Aside (Nov 2011) (15 U.S.C. 644).
- ____ (ii) Alternate I (Nov 2011).
- ____ (iii) Alternate II (Nov 2011).
- ____ (13) (i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).
- ____ (ii) Alternate I (Oct 1995) of 52.219-7.

- ___ (iii) Alternate II (Mar 2004) of 52.219-7.
- X (14) 52.219-8, Utilization of Small Business Concerns (Jan 2011) (15 U.S.C. 637(d)(2) and (3)).
- ___ (15) (i) 52.219-9, Small Business Subcontracting Plan (Jan 2011) (15 U.S.C. 637 (d)(4).)
- ___ (ii) Alternate I (Oct 2001) of 52.219-9.
- ___ (iii) Alternate II (Oct 2001) of 52.219-9.
- ___ (iv) Alternate III (July 2010) of 52.219-9.
- ___ (16) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r)).
- X (17) 52.219-14, Limitations on Subcontracting (Nov 2011) (15 U.S.C. 637(a)(14)).
- ___ (18) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- ___ (19) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Oct 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- ___ (ii) Alternate I (June 2003) of 52.219-23.
- X (20) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Dec 2010) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ___ (21) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ___ (22) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657f).
- X (23) 52.219-28, Post Award Small Business Program Rerepresentation (Apr 2009) (15 U.S.C. 632(a)(2)).
- ___ (24) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business Concerns (Nov 2011).
- ___ (25) 52.219-30, Notice of Set-Aside for Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Nov 2011).
- X (26) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- X (27) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jul 2010) (E.O. 13126).
- X (28) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- X (29) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- X (30) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).
- X (31) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).
- X (32) 52.222-37, Employment Reports on Veterans (Sep 2010) (38 U.S.C. 4212).
- X (33) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- ___ (34) 52.222-54, Employment Eligibility Verification (Jan 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- ___ (35) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ___ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ___ (36) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).
- ___ (37) (i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (Dec 2007) (E.O. 13423).
- ___ (ii) Alternate I (Dec 2007) of 52.223-16.
- X (38) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging while Driving (Aug 2011).
- ___ (39) 52.225-1, Buy American Act--Supplies (Feb 2009) (41 U.S.C. 10a-10d).
- ___ (40) (i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (June 2009) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, and 110-138).
- ___ (ii) Alternate I (Jan 2004) of 52.225-3.
- ___ (iii) Alternate II (Jan 2004) of 52.225-3.
- ___ (41) 52.225-5, Trade Agreements (Nov 2011) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).
- X (42) 52.225-13, Restrictions on Certain Foreign Purchases (Jun 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- ___ (43) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

- ___ (44) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- ___ (45) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- ___ (46) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- X (47) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct. 2003) (31 U.S.C. 3332).
- ___ (48) 52.232-34, Payment by Electronic Funds Transfer—Other Than Central Contractor Registration (May 1999) (31 U.S.C. 3332).
- ___ (49) 52.232-36, Payment by Third Party (Feb 2010) (31 U.S.C. 3332).
- X (50) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
- ___ (51) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).
- ___ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

- X (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, *et seq.*).
- X (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).
- ___ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).
- X (4) 52.222-44, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).
- ___ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, *et seq.*).
- ___ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (Feb 2009) (41 U.S.C. 351, *et seq.*).
- ___ (7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (Mar 2009) (Pub. L. 110-247).
- ___ (8) 52.237-11, Accepting and Dispensing of \$1 Coin (Sep 2008) (31 U.S.C. 5112(p)(1)).

(d) *Comptroller General Examination of Record* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or

maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)

(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (Dec 2010) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) [Reserved]

(iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

(vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(viii) 52.222-41, Service Contract Act of 1965, (Nov 2007), (41 U.S.C. 351, *et seq.*)

(ix) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

____ Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, *et seq.*)

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (Feb 2009) (41 U.S.C. 351, *et seq.*)

(xii) 52.222-54, Employment Eligibility Verification (Jan 2009).

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xiv) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

Labor Services & Warehouse Operations Support

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of Clause)

CONTRACT CLAUSES - ADDENDUM TO FAR 52.212-4**Clauses Incorporated by Reference:**

FAR 52.203-16 -- Preventing Personal Conflicts of Interest. (Dec 2011)
 FAR 52.204-7 -- Central Contractor Registration. (Apr 2008)
 FAR 52.204-9 -- Personal Identity Verification of Contractor Personnel. (JAN 2011)
 FAR 52.204-10 -- Reporting Executive Compensation and First-Tier Subcontract Awards. (July 2010)
 FAR 52.217-8 -- Option to Extend Services. (Nov 1999)
 FAR 52.228-5 -- Insurance—Work on a Government Installation.(JAN 1997)
 FAR 52.233-1 -- Disputes. (July 2002)
 FAR 52.237-2 -- Protection of Government Buildings, Equipment, and Vegetation. (APR 1984)
 FAR 52.243-3 -- Changes -- Time-and-Materials or Labor-Hours. (Sept 2000)
 FAR 52.245-1 -- Government Property. (Aug 2010)
 FAR 52.245-9 -- Use and Charges. (Aug 2010)
 FAR 52.246-23 -- Limitation of Liability. (FEB 1997)
 FAR 52.246-6 -- Inspection -- Time-and-Material and Labor-Hour. (May 2001)

FAR 52.222-2 -- Payment for Overtime Premiums. (Jul 1990)

(a) The use of overtime is authorized under this contract if the overtime premium does not exceed **SEE SCHEDULE** or the overtime premium is paid for work --

- (1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;
- (2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;
- (3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or
- (4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall --

- (1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;
- (2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;
- (3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and
- (4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

Labor Services & Warehouse Operations Support

* Insert either “zero” or the dollar amount agreed to during negotiations. The inserted figure does not apply to the exceptions in subparagraph (a)(1) through (a)(4) of the clause.

(End of Clause)

FAR 52.222-42 Statement of Equivalent Rates for Federal Hires. (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

*This Statement is for Information Only:
It is not a Wage Determination*

<u>Employee Class (RFP)</u>	<u>Employee Class (DOL WD)</u>	<u>Minimum Wage</u>
Warehouse Supervisor	Material Coordinator/Expediter	CBA
Senior Property Technician	Warehouse Specialist	CBA
Property Technician	Stock Clerk	CBA
Truck Driver	Truck Driver, Medium	CBA
Warehouse Laborer/Forklift Driver	Warehouse Specialist/Forklift Op	CBA
Shipping/Receiving Clerk	Shipping/Receiving Clerk	CBA
Laborer/Maintenance Foreman	Material Coordinator/Expediter	CBA
General Maintenance	General Maintenance Worker	CBA
Laborer	Material Handling Laborer	CBA

(End of clause)

FAR 52.252-2 -- Clauses Incorporated by Reference. (Feb 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<https://www.acquisition.gov/far>

<http://farsite.hill.af.mil/VFEPAARA.HTM>

(End of Clause)

EPAAR 1552.203-71 Display of EPA Office of Inspector General Hotline poster. (AUG 2000)

(a) For EPA contracts valued at \$1,000,000 or more including all contract options, the contractor shall prominently display EPA Office of Inspector General Hotline posters in contractor facilities where the work is performed under the contract.

(b) Office of Inspector General hotline posters may be obtained from the EPA Office of Inspector General, ATTN: OIG Hotline (2443), 1200 Pennsylvania Avenue, NW, Washington, DC 20460, or by calling (202) 260-5113.

(c) The Contractor need not comply with paragraph (a) of this clause if it has established a mechanism, such as a hotline, by which employees may report suspected instances of improper conduct, and provided instructions that encourage employees to make such reports.

(End of clause)

EPAAR 1552.209-71 Organizational conflicts of interest. ALT I (MAY 1994)

(a) The Contractor warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as defined in FAR subpart 9.5, or that the Contractor has disclosed all such relevant information.

(b) Prior to commencement of any work, the Contractor agrees to notify the Contracting Officer immediately that, to the best of its knowledge and belief, no actual or potential conflict of interest exists or to identify to the Contracting Officer any actual or potential conflict of interest the firm may have. In emergency situations, however, work may begin but notification shall be made within five (5) working days.

(c) The Contractor agrees that if an actual or potential organizational conflict of interest is identified during performance, the Contractor will immediately make a full disclosure in writing to the Contracting Officer. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Contracting Officer, to avoid, mitigate, or neutralize the actual or potential conflict of interest. The Contractor shall continue performance until notified by the Contracting Officer of any contrary action to be taken.

(d) Remedies—The EPA may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Contractor was aware of a potential organizational conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose it or misrepresented relevant information to the Contracting officer, the Government may terminate the contract for default, debar the Contractor from Government contracting, or pursue such other remedies as may be permitted by law or this contract.

(e) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder provisions which shall conform substantially to the language of this clause, including this paragraph, unless otherwise authorized by the contracting officer.

(End of clause)

EPAAR 1552.211-72 Monthly progress report. (JUN 1996)

(a) The Contractor shall furnish **3** copies of the combined monthly technical and financial progress report stating the progress made, including the percentage of the project completed, and a description of the work accomplished to support the cost. If the work is ordered using work assignments or delivery orders, include the estimated percentage of task completed during the reporting period for each work assignment or delivery order.

(b) Specific discussions shall include difficulties encountered and remedial action taken during the reporting period, and anticipated activity with a schedule of deliverables for the subsequent reporting period.

(c) The Contractor shall provide a list of outstanding actions awaiting Contracting Officer authorization, noted with the corresponding work assignment, such as subcontractor/consultant consents, overtime approvals, and work plan approvals.

(d) The report shall specify financial status at the contract level as follows:

(1) For the current reporting period, display the amount claimed.

(2) For the cumulative period and the cumulative contract life display: the amount obligated, amount originally invoiced, amount paid, amount suspended, amount disallowed, and remaining approved amount. The remaining approved amount is defined as the total obligated amount, less the total amount originally invoiced, plus total amount disallowed.

(3) Labor hours.

(i) A list of employees, their labor categories, and the numbers of hours worked for the reporting period.

(ii) For the current reporting period, display the expended direct labor hours and costs broken out by EPA contract labor hour category for the prime contractor and each subcontractor and consultant.

(iii) For the cumulative contract period and the cumulative contract life display: the negotiated, expended and remaining direct labor hours and costs broken out by EPA contract labor hour category for the prime contractor, and each subcontractor and consultant.

(iv) Display the estimated direct labor hours and costs to be expended during the next reporting period.

(4) Display the current dollar ceilings in the contract, net amount invoiced, and remaining amounts for the following categories: Direct labor hours, total estimated cost, award fee pool (if applicable), subcontracts by individual subcontractor, travel, program management, and Other Direct Costs (ODCs).

(5) Unbilled allowable costs. Display the total costs incurred but unbilled for the current reporting period and cumulative for the contract.

(6) Average cost of direct labor. Compare the actual average cost per hour to date with the average cost per hour of the approved work plans for the current contract period.

(e) The report shall specify financial status at the work assignment or delivery order level as follows:

(1) For the current period, display the amount claimed.

(2) For the cumulative period display: amount shown on workplan, or latest work assignment/delivery order amendment amount (whichever is later); amount currently claimed; amount paid; amount suspended; amount disallowed; and remaining approved amount. The remaining approved amount is defined as: the workplan amount or latest work assignment or delivery order amount (whichever is later), less total amounts originally invoiced, plus total amount disallowed.

(3) Labor hours.

(i) A list of employees, their labor categories, and the number of hours worked for the reporting period.

(ii) For the current reporting period, display the expended direct labor hours and costs broken out by EPA contract labor hour category for the prime contractor and each subcontractor and consultant.

Labor Services & Warehouse Operations Support

(iii) For the current reporting period, cumulative contract period, and the cumulative contract life display: the negotiated, expended and remaining direct labor hours and costs broken out by EPA contract labor hour category for the prime contractor and each subcontractor and consultant.

(iv) Display the estimated direct labor hours and costs to be expended during the next reporting period.

(v) Display the estimates of remaining direct labor hours and costs required to complete the work assignment or delivery order.

(4) Unbilled allowable costs. Display the total costs incurred but unbilled for the current reporting period and cumulative for the work assignment.

(5) Average cost of direct labor. Display the actual average cost per hour with the cost per hour estimated in the workplan.

(6) A list of deliverables for each work assignment or delivery order during the reporting period.

(f) This submission does not change the notification requirements of the “Limitation of Cost” or “Limitation of Funds” clauses requiring separate written notice to the Contracting Officer.

(g) The reports shall be submitted to the following addresses on or before the ____ of each month following the first complete reporting period of the contract. See EPAAR 1552.232–70, Submission of Invoices, paragraph (e), for details on the timing of submittals. Distribute reports as follows:

No. of copies	Addressee
1	Project Officer – Brenda Randall
1	Alternate Project Officer – Karen Murray
1	Contracting Officer – Nicole Humphrey

(End of clause)

EPAAR 1552.216-73 Fixed rates for services—indefinite delivery/indefinite quantity contract. (APR 1984)

The following fixed rates shall apply for payment purposes for the duration of the contact.

Regular Time - Warehouse Services		Hours	Fixed Hourly Rate	Total
Period: 3/1/12 - 5/31/12				
Warehouse Supervisor (1)		(b)(4)	(b)(4)	(b)(4)
Senior Property Technician (1)				
Warehouse Laborer/Forklift Operator (3)				
Truck Driver (2)				
Property Tech/Shipping Receiving Clerk (3)				
Subtotal Warehouse Base Hrs	(Period 1)	(b)(4)		
Regular Time - Warehouse Services				
Period: 6/1/12 - 2/28/13				
Warehouse Supervisor (1)		(b)(4)		
Senior Property Technician (1)				
Warehouse Laborer/Forklift Operator (3)				
Truck Driver (2)				
Property Tech/Shipping Receiving Clerk (3)		(b)(4)		
Subtotal Warehouse Base Hrs	(Period 2)	(b)(4)		
Total Warehouse Regular Time		(b)(4)		
Overtime - Warehouse Services Period:				
3/1/12 - 5/31/12				
Warehouse Supervisor (1)		(b)(4)	(b)(4)	(b)(4)
Senior Property Technician (1)				
Warehouse Laborer/Forklift Operator (3)				
Truck Driver (2)				
Property Tech/Shipping Receiving Clerk (3)				
Subtotal Warehouse OT	(Period 1)	(b)(4)		(b)(4)
Overtime - Warehouse Services Period:				
6/1/12 - 2/28/13				
Warehouse Supervisor (1)		(b)(4)	(b)(4)	(b)(4)
Senior Property Technician (1)				
Warehouse Laborer/Forklift Operator (3)				
Truck Driver (2)				
Property Tech/Shipping Receiving Clerk (3)				
Subtotal Warehouse OT	(Period 2)	(b)(4)		
Total Warehouse Overtime		(b)(4)		

Regular Time - Labor Services			
Period: 3/1/12 - 5/31/12			
Program Manager	(b)(4)	(b)(4)	(b)(4)
Foreman			
Maintenance			
Laborers			
<hr/>			
Subtotal Labor Services (Period 1)	(b)(4)		(b)(4)
<hr/>			
Regular Time - Labor Services			
Period: 6/1/12 - 2/28/13			
Program Manager	(b)(4)	(b)(4)	(b)(4)
Foreman			
Maintenance			
Laborers			
<hr/>			
Subtotal Labor Services (Period 2)	(b)(4)		(b)(4)
<hr/>			
Total Labor Services Regular Time	(b)(4)		(b)(4)
<hr/>			
Overtime - Labor Services Period:			
3/1/12 - 5/31/12			
Foreman	(b)(4)	(b)(4)	(b)(4)
Maintenance			
Laborers			
<hr/>			
Subtotal Labor Services Overtime (Period 1)	(b)(4)		(b)(4)
<hr/>			
Overtime - Labor Services			
Period: 6/1/12 - 2/28/13			
Foreman	(b)(4)	(b)(4)	(b)(4)
Maintenance			
Laborers			
<hr/>			
Subtotal Labor Services Overtime (Period 2)	(b)(4)		(b)(4)
<hr/>			
Total Labor Services Overtime	(b)(4)		(b)(4)
<hr/>			
Other direct costs	Quantity	Rate	Total
(b)(4)	(b)(4)	(b)(4)	(b)(4)
<hr/>			
Total Other Direct Costs			
<hr/>			
Maximum Contract Ceiling			\$2,565,537.86

The rate, or rates, set forth above cover all expenses, including report preparation, salaries, overhead, general and administrative expenses, and profit.

The Contractor shall invoice only for only the time of the personnel whose services are applied directly to the work called for in this contract and/or any technical direction, within scope of this contract. The Contractor shall maintain time and labor distribution records for all employees who work under the contract. These records must document time worked and work performed by each individual.

(End of clause)

EPAAR 1552.211-79 Compliance with EPA Policies for Information Resources Management. (Jan 2012)

(a) *Definition.* Information Resources Management (IRM) is defined as any planning, budgeting, organizing, directing, training, promoting, controlling, and managing activities associated with the burden, collection, creation, use and dissemination of information. IRM includes both information itself and the management of information and related resources such as personnel, equipment, funds, and technology. Examples of these services include but are not limited to the following:

- (1) The acquisition, creation, or modification of a computer program or automated data base for delivery to EPA or use by EPA or contractors operating EPA programs.
- (2) The analysis of requirements for, study of the feasibility of, evaluation of alternatives for, or design and development of a computer program or automated data base for use by EPA or contractors operating EPA programs.
- (3) Services that provide EPA personnel access to or use of computer or word processing equipment, software, or related services.
- (4) Services that provide EPA personnel access to or use of: Data communications; electronic messaging services or capabilities; electronic bulletin boards, or other forms of electronic information dissemination; electronic record-keeping; or any other automated information services.

(b) *General.* The Contractor shall perform any IRM-related work under this contract in accordance with the IRM policies, standards, and procedures set forth on the Office of Environmental Information policy Web site. Upon receipt of a work request (i.e. delivery order, task order, or work assignment), the Contractor shall check this listing of directives. The applicable directives for performance of the work request are those in effect on the date of issuance of the work request. The 2100 Series (2100-2199) of the Agency's Directive System contains the majority of the Agency's IRM policies, standards, and procedures.

(c) *Section 508 requirements.* Contract deliverables are required to be compliant with Section 508 requirements. The Environmental Protection Agency policy for 508 compliance can be found on the Agency's Directive System identified in section (d) of this clause under policy number CIO 2130.0, Accessible Electronic and Information Technology. Additional information on Section 508 including EPA's 508 policy can be found at www.epa.gov/accessibility.

(d) *Electronic access.* A complete listing, including full text, of documents included in the 2100 Series of the Agency's Directive System is maintained on the EPA Public Access Server on the Internet at <http://epa.gov/docs/irmpoli8/>.

(End of clause)

EPAAR 1552.232-70 Submission of invoices. Alternate I (JUN 1996).

In order to be considered properly submitted, an invoice or request for contract financing payment must meet the following contract requirements in addition to the requirements of FAR 32.905:

- (a) Unless otherwise specified in the contract, an invoice or request for contract financing payment shall be submitted as an original and five copies. The Contractor shall submit the invoice or request for contract financing payment to the following offices/individuals designated in the contract: the original and two copies to the Accounting Operations Office shown in Block ____ on the cover of the contract; two copies to the Project Officer (the Project Officer may direct one of these copies to a separate address); and one copy to the Contracting Officer.
- (b) The Contractor shall prepare its invoice or request for contract financing payment on the prescribed Government forms. Standard Forms Number 1034, Public Voucher for Purchases and Services other than Personal, shall be used by contractors to show the amount claimed for reimbursement. Standard Form 1035, Public Voucher for Purchases and Services other than Personal—Continuation Sheet, shall be used to furnish the necessary supporting detail or additional information required by the Contracting Officer. The Contractor may submit self-designed forms which contain the required information.
- (c)(1) The Contractor shall prepare a contract level invoice or request for contract financing payment in accordance with the invoice preparation instructions identified as a separate attachment in Section J of the contract. If contract work is authorized by individual delivery orders, the invoice or request for contract financing payment shall also include a summary of the current and cumulative amounts claimed by cost element for each delivery order and for the contract total, as well as any supporting data for each delivery order as identified in the instructions.
- (2) The invoice or request for contract financing payment that employs a fixed rate feature shall include current and cumulative charges by contract labor category and by other major cost elements such as travel, equipment, and other direct costs. For current costs, each cost element shall include the appropriate supporting schedules identified in the invoice preparation instructions.
- (3) The charges for subcontracts shall be further detailed in a supporting schedule showing the major cost elements for each subcontract. The degree of detail for any subcontract exceeding \$5,000 is to be the same as that set forth under (c)(2).
- (4) The charges for consultants shall be further detailed in the supporting schedule showing the major cost elements of each consultant. For current costs, each major cost element of the consulting agreement shall also include the supporting schedule identified in the invoice preparation instructions.
- (d) Invoices or requests for contract financing payment must clearly indicate the period of performance for which payment is requested. Separate invoices or requests for contract financing payment are required for charges applicable to the basic contract and each option period.
- (e)(1) Notwithstanding the provisions of the clause of this contract at FAR 52.216-7, Allowable Cost and Payment, invoices or requests for contract financing payment shall be submitted once per month unless there has been a demonstrated need and Contracting Officer approval for more frequent billings. When submitted on a monthly basis, the period covered by invoices or requests for contractor financing payments shall be the same as the period for monthly progress reports required under this contract.
- (2) If the Contracting Officer allows submissions more frequently than monthly, one submittal each month shall have the same ending period of performance as the monthly progress report.
- (3) Where cumulative amounts on the monthly progress report differ from the aggregate amounts claimed in the invoice(s) or request(s) for contract financing payments covering the same period, the contractor shall provide a

reconciliation of the difference as part of the payment request. Alternate I (JUN 1996). If used in a fixed-rate type contract, substitute the following paragraphs (c)(1) and (2) for paragraphs (c)(1) and (2) of the basic clause:

(End of clause)

EPAAR 1552.232-73 Payments—fixed-rate services contract. (OCT 2000)

The Government shall pay the Contractor as follows upon the submission of invoices or vouchers approved by the Contracting Officer:

(a) Hourly rate. (1) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the Schedule by the number of direct labor hours performed. The rates shall include wages, indirect costs, general and administrative expenses, and profit. Fractional parts of an hour shall be payable on a prorated basis. Vouchers may be submitted once each month (or at more frequent intervals, if approved by the Contracting Officer) to the paying office. The Contractor shall substantiate vouchers by evidence of actual payment and by individual daily job, timecards, or other substantiation approved by the Contracting Officer. Promptly after receipt of each substantiated voucher, the Government shall, except as otherwise provided in this contract and subject to the terms of paragraph (e) of this contract, pay the voucher as approved by the Contracting Officer.

(2) Unless otherwise prescribed in the Schedule, the Contracting Officer shall withhold 5 percent of the amounts due under this paragraph (a), but the total amount withheld shall not exceed \$50,000. The amounts withheld shall be retained until the execution and delivery of a release by the Contractor as provided in paragraph (f) of this contract.

(3) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis. If no overtime rates are provided in the Schedule and overtime work is approved in advance by the Contracting Officer, overtime rates shall be negotiated. Failure to agree upon these overtime rates shall be treated as a dispute under the "Disputes" clause of this contract. If the Schedule provides rates for overtime the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.

(b) Materials, other direct costs, and subcontracts. (1) The allowability of direct materials and other direct costs shall be determined by the Contracting Officer in accordance with subpart 31.2 of the Federal Acquisition Regulation (FAR) in effect on the date of this contract. Reasonable and allocable material handling costs or indirect costs may be included in the charge for material or other direct costs to the extent they are clearly excluded from the hourly rate. Material handling and/or indirect cost rates are specified in the "Indirect Costs" clause. Material handling costs are comprised of indirect costs, including, when appropriate, general and administrative expense allocated to direct materials in accordance with the Contractor's usual accounting practices consistent with subpart 31.2 of the FAR. The Contractor shall be reimbursed for items and services purchased directly for the contract only when cash, checks, or other forms of actual payment have been made for such purchased items or services. Direct materials or other direct costs, as used in this clause, are those items which enter directly into the end product, or which are used or consumed directly in connection with the furnishing of the end product.

(2) Subcontracted effort may be included in the fixed hourly rates discussed in paragraph (a)(1) of this clause and will be reimbursed as discussed in that paragraph. Otherwise, the cost of subcontracts that are authorized under the subcontracts clause of this contract shall be reimbursable costs under this clause provided that the costs are consistent with paragraph (b)(3) of this clause. Reimbursable costs in connection with subcontracts shall be payable to subcontractors consistent with FAR 32.504 in the same manner as for services purchased directly for the contract under paragraph (a)(1) of this clause. Reimbursable costs shall not include any costs arising from the letting, administration, or supervision of performance of the subcontract, if the costs are included in the hourly rates payable under paragraph (a)(1) of this clause.

(3) To the extent able, the Contractor shall (i) obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and (ii) take all cash and trade discounts, rebates, allowances, credits, salvage, commissions, and other benefits. When unable to take advantage of the benefits, the

Contractor shall promptly notify the Contracting Officer and give the reasons. Credit shall be given to the Government for cash and trade discounts, rebates, allowances, credits, salvage, the value of any appreciable scrap, commissions, and other amounts that have accrued to the benefit of the Contractor, or would have accrued except for the fault or neglect of the Contractor. The benefits lost without fault or neglect on the part of the Contractor, or lost through fault of the Government, shall not be deducted from gross costs.

(4) If the nature of the work to be performed requires the Contractor to furnish material which is regularly sold to the general public in the normal course of business by the Contractor, the price to be paid for such material, notwithstanding paragraph (b)(1) of this contract, shall be on the basis of an established catalog or list price, in effect when the material is furnished, less all applicable discounts to the Government; provided, that in no event shall such price be in excess of the Contractor's sales price to its most favored customer for the same item in like quantity, or the current market price, whichever is lower.

(c) Contracting Officer notification. For contract administration purposes, the Contractor shall notify the Contracting Officer in writing when the total value of all delivery orders issued exceeds 85 percent of the maximum price specified in the schedule.

(d) Maximum amount. The Government shall not be obligated to pay the Contractor any amount in excess of the maximum amount in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the maximum amount set forth in the Schedule, unless or until the Contracting Officer shall have notified the Contractor in writing that the maximum amount has been increased and shall have specified in the notice a revised maximum that shall constitute the maximum amount for performance under this contract. When and to the extent that the maximum amount set forth in the Schedule has been increased, any hours expended, and material or other direct costs incurred by the Contractor in excess of the maximum amount before the increase, shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the maximum amount.

(e) Audit. At any time before final payment under this contract, the Contracting Officer may request audit of the invoices or vouchers and substantiating material. Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices or vouchers, that are found by the Contracting Officer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. Upon receipt and approval of the voucher or invoice designated by the Contractor as the "completion voucher" or "completion invoice" and substantiating material, and upon compliance by the Contractor with all terms of this contract (including, without limitation, terms relating to patents and the terms of paragraphs (f) and (g) of this clause), the Government shall promptly pay any balance due the Contractor. The completion invoice or voucher, and substantiating material, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event, later than one year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.

(f) Assignment. The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging the Government, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions:

(1) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible of exact statement by the Contractor.

(2) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier.

(3) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.

(g) Refunds. The Contractor agrees that any refunds, rebates, or credits (including any related interest) accruing to or received by the Contractor or any assignee, that arise under the materials portion of this contract and for which the Contractor has received reimbursement, shall be paid by the Contractor to the Government. The Contractor and each assignee, under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, an assignment to the Government of such refunds, rebates, or credits (including any interest) in form and substance satisfactory to the Contracting Officer.

(End of clause)

EPAAR 1552.235-70 Screening business information for claims of confidentiality. (APR 1984)

(a) Whenever collecting information under this contract, the Contractor agrees to comply with the following requirements:

(1) If the Contractor collects information from public sources, such as books, reports, journals, periodicals, public records, or other sources that are available to the public without restriction, the Contractor shall submit a list of these sources to the appropriate program office at the time the information is initially submitted to EPA. The Contractor shall identify the information according to source.

(2) If the Contractor collects information from a State or local Government or from a Federal agency, the Contractor shall submit a list of these sources to the appropriate program office at the time the information is initially submitted to EPA. The Contractor shall identify the information according to source.

(3) If the Contractor collects information directly from a business or from a source that represents a business or businesses, such as a trade association:

(i) Before asking for the information, the Contractor shall identify itself, explain that it is performing contractual work for the U.S. Environmental Protection Agency, identify the information that it is seeking to collect, explain what will be done with the information, and give the following notice:

(A) You may, if you desire, assert a business confidentiality claim covering part or all of the information. If you do assert a claim, the information will be disclosed by EPA only to the extent, and by means of the procedures, set forth in 40 CFR part 2, subpart B.

(B) If no such claim is made at the time this information is received by the Contractor, it may be made available to the public by the Environmental Protection Agency without further notice to you.

(C) The contractor shall, in accordance with FAR part 9, execute a written agreement regarding the limitations of the use of this information and forward a copy of the agreement to the Contracting Officer.

(ii) Upon receiving the information, the Contractor shall make a written notation that the notice set out above was given to the source, by whom, in what form, and on what date.

(iii) At the time the Contractor initially submits the information to the appropriate program office, the Contractor shall submit a list of these sources, identify the information according to source, and indicate whether the source made any confidentiality claim and the nature and extent of the claim.

(b) The Contractor shall keep all information collected from nonpublic sources confidential in accordance with the clause in this contract entitled "Treatment of Confidential Business Information" as if it had been furnished to the Contractor by EPA.

(c) The Contractor agrees to obtain the written consent of the Contracting Officer, after a written determination by the appropriate program office, prior to entering into any subcontract that will require the subcontractor to collect information. The Contractor agrees to include this clause, including this paragraph (c), and the clause entitled "Treatment of Confidential Business Information" in all subcontracts awarded pursuant to this contract that require the subcontractor collect information.

(End of clause)

EPAAR 1552.235-79 Release of contractor confidential business information (Apr 1996). (APR 1996)

(a) The Environmental Protection Agency (EPA) may find it necessary to release information submitted by the Contractor either in response to this solicitation or pursuant to the provisions of this contract, to individuals not employed by EPA. Business information that is ordinarily entitled to confidential treatment under existing Agency regulations (40 CFR Part 2) may be included in the information released to these individuals. Accordingly, by submission of this proposal or signature on this contract or other contracts, the Contractor hereby consents to a limited release of its confidential business information (CBI).

(b) Possible circumstances where the Agency may release the Contractor's CBI include, but are not limited to the following:

(1) To other Agency contractors tasked with assisting the Agency in the recovery of Federal funds expended pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Sec. 9607, as amended, (CERCLA or Superfund);

(2) To the U.S. Department of Justice (DOJ) and contractors employed by DOJ for use in advising the Agency and representing the Agency in procedures for the recovery of Superfund expenditures;

(3) To parties liable, or potentially liable, for costs under CERCLA Sec. 107 (42 U.S.C. Sec. 9607), et al, and their insurers (Potentially Responsible Parties) for purposes of facilitating settlement or litigation of claims against such parties;

(4) To other Agency contractors who, for purposes of performing the work required under the respective contracts, require access to information the Agency obtained under the Clean Air Act (42 U.S.C. 7401 et seq.); the Federal Water Pollution Control Act (33 U.S.C.1251 et seq.); the Safe Drinking Water Act (42 U.S.C. 300f et seq.); the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. 136 et seq.); the Resource Conservation and Recovery Act (42 U.S.C. 6901 et seq.); the Toxic Substances Control Act (15 U.S.C. 2601 et seq.); or the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. 9601 et seq.);

(5) To other Agency contractors tasked with assisting the Agency in handling and processing information and documents in the administration of Agency contracts, such as providing both preaward and post award audit support and specialized technical support to the Agency's technical evaluation panels;

(6) To employees of grantees working at EPA under the Senior Environmental Employment (SEE) Program;

(7) To Speaker of the House, President of the Senate, or Chairman of a Committee or Subcommittee;

(8) To entities such as the General Accounting Office, boards of contract appeals, and the Courts in the resolution of solicitation or contract protests and disputes;

(9) To Agency contractor employees engaged in information systems analysis, development, operation, and maintenance, including performing data processing and management functions for the Agency; and

(10) Pursuant to a court order or court-supervised agreement.

(c) The Agency recognizes an obligation to protect the contractor from competitive harm that may result from the release of such information to a competitor. (See also the clauses in this document entitled "Screening Business Information for Claims of Confidentiality" and "Treatment of Confidential Business Information.") Except where otherwise provided by law, the Agency will permit the release of CBI under subparagraphs (1), (3), (4), (5), (6), or (9) only pursuant to a confidentiality agreement.

(d) With respect to contractors, 1552.235-71 will be used as the confidentiality agreement. With respect to Potentially Responsible Parties, such confidentiality agreements may permit further disclosure to other entities where necessary to further settlement or litigation of claims under CERCLA. Such entities include, but are not limited to accounting firms and technical experts able to analyze the information, provided that they also agree to be bound by an appropriate confidentiality agreement.

(e) This clause does not authorize the Agency to release the Contractor's CBI to the public pursuant to a request filed under the Freedom of Information Act.

(f) The Contractor agrees to include this clause, including this paragraph (f), in all subcontracts at all levels awarded pursuant to this contract that require the furnishing of confidential business information by the subcontractor.

(End of clause)

EPAAR 1552.235-80 Access to confidential business information. (OCT 2000)

It is not anticipated that it will be necessary for the contractor to have access to confidential business information (CBI) during the performance of tasks required under this contract. However, the following applies to any and all tasks under which the contractor will or may have access to CBI:

The contractor shall not have access to CBI submitted to EPA under any authority until the contractor obtains from the Project Officer a certification that the EPA has followed all necessary procedures under 40 CFR part 2, subpart B (and any other applicable procedures), including providing, where necessary, prior notice to the submitters of disclosure to the contractor.

(End of clause)

EPAAR 1552.237-71 Technical direction. (APR 1984)

(a) The Project Officer will provide technical direction on contract performance. Technical direction includes:

- (1) Direction to the Contractor which assists him in accomplishing the Statement of Work.
- (2) Comments on and approval of reports or other deliverables.

(b) Technical direction must be within the contract Statement of Work. The Project Officer does not have the authority to issue technical direction which (1) institutes additional work outside the scope of the contract; (2) constitutes a change as defined in the "Changes" clause; (3) causes an increase or decrease in the estimated cost of the contract; (4) alters the period of performance; or (5) changes any of the other express terms or conditions of the contract.

(c) Technical direction will be issued in writing by the Project Officer or confirmed by him in writing within five (5) calendar days after verbal issuance.

(End of clause)

EPAAR 1552.237-72 Key personnel. (APR 1984)

(a) The Contractor shall assign to this contract the following key personnel:

Project Manager – (b)(4)
Warehouse Supervisor – (b)(4)

(b) During the first ninety (90) days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph (c) of this clause. After the initial 90-day period, the Contractor shall submit the information required by paragraph (c) to the Contracting Officer at least 15 days prior to making any permanent substitutions.

(c) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the decision on substitutions. This clause will be modified to reflect any approved changes of key personnel.

EPAAR 1552.237-76 Government-Contractor Relations. (JUN 1999)

(a) The Government and the Contractor understand and agree that the services to be delivered under this contract by the contractor to the Government are non-personal services and the parties recognize and agree that no employer-employee relationship exists or will exist under the contract between the Government and the Contractor's personnel. It is, therefore, in the best interest of the Government to afford both parties a full understanding of their respective obligations.

(b) Contractor personnel under this contract shall not:

(1) Be placed in a position where they are under the supervision, direction, or evaluation of a Government employee.

(2) Be placed in a position of command, supervision, administration or control over Government personnel, or over personnel of other Contractors under other EPA contracts, or become a part of the Government organization.

(3) Be used in administration or supervision of Government procurement activities.

(c) Employee relationship. (1) The services to be performed under this contract do not require the Contractor or his/her personnel to exercise personal judgment and discretion on behalf of the Government. Rather the Contractor's personnel will act and exercise personal judgment and discretion on behalf of the Contractor.

(2) Rules, regulations, directives, and requirements that are issued by the U.S. Environmental Protection Agency under its responsibility for good order, administration, and security are applicable to all personnel who enter the Government installation or who travel on Government transportation. This is not to be construed or interpreted to establish any degree of Government control that is inconsistent with a non-personal services contract.

(d) Inapplicability of employee benefits. This contract does not create an employer-employee relationship. Accordingly, entitlements and benefits applicable to such relationships do not apply.

- (1) Payments by the Government under this contract are not subject to Federal income tax withholdings.
- (2) Payments by the Government under this contract are not subject to the Federal Insurance Contributions Act.
- (3) The Contractor is not entitled to unemployment compensation benefits under the Social Security Act, as amended, by virtue of performance of this contract.
- (4) The Contractor is not entitled to workman's compensation benefits by virtue of this contract.
- (5) The entire consideration and benefits to the Contractor for performance of this contract is contained in the provisions for payment under this contract.
- (e) Notice. It is the Contractor's, as well as, the Government's responsibility to monitor contract activities and notify the Contracting Officer if the Contractor believes that the intent of this clause has been or may be violated.
 - (1) The Contractor should notify the Contracting Officer in writing promptly, within ____ (to be negotiated and inserted into the basic contract at contract award) calendar days from the date of any incident that the Contractor considers to constitute a violation of this clause. The notice should include the date, nature and circumstance of the conduct, the name, function and activity of each Government employee or Contractor official or employee involved or knowledgeable about such conduct, identify any documents or substance of any oral communication involved in the conduct, and the estimate in time by which the Government must respond to this notice to minimize cost, delay or disruption of performance.
 - (2) The Contracting Officer will promptly, within ____ (to be negotiated and inserted into the basic contract at contract award) calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer will either:
 - (i) Confirm that the conduct is in violation and when necessary direct the mode of further performance,
 - (ii) Countermand any communication regarded as a violation,
 - (iii) Deny that the conduct constitutes a violation and when necessary direct the mode of further performance; or
 - (iv) In the event the notice is inadequate to make a decision, advise the Contractor what additional information is required, and establish the date by which it should be furnished by the Contractor and the date thereafter by which the Government will respond.

(End of clause)

EPAAR 1552.242-71 Contractor performance evaluations. (JUL 2011)

In accordance with Federal Acquisition Regulation (FAR) Subpart 42.15 and EPAAR 1542.15, the EPA will prepare and submit past performance evaluations to the Past Performance Information Retrieval System (PPIRS). Evaluation reports will be documented not later than 120 days after the end of an evaluation period by using the Contractor Performance Assessment Reporting System (CPARS) which has connectivity with PPIRS. Contractors must register in CPARS in order to view/comment on their past performance reports.

(End of clause)

EPAAR 1552.245-70 Government property. (SEP 2009)

(a) The contractor shall not fabricate or acquire, on behalf of the Government, either directly or indirectly through a subcontract, any item of property without prior written approval from the Contracting Officer. If the Contracting Officer authorizes the contractor to acquire and/or fabricate equipment for use in the performance of this contract, the equipment shall be subject to the provisions of the "Government Property" clause and listed on the contract via contract modification.

(b) If the Government provides item(s) of Government property to the contractor for use in the performance of this contract, this property shall be used and maintained by the contractor in accordance with the provisions of the "Government Property" clause.

The "EPA Contract Property Administration Requirements" provided below apply to this contract.

U.S. Environmental Protection Agency

Contract Property Administration Requirements

1. Purpose. This document sets forth the requirements for the U.S. Environmental Protection Agency (EPA) contractors performing Government property management responsibilities under EPA contracts. These requirements supplement those contained in the Government Property clause(s) and Part 45 Government Property of the Federal Acquisition Regulation (FAR).

2. Contract Property Administration (CPAR)

a. EPA Delegation. EPA delegates all contract property administration to the EPA Contract Property Coordinator (CPC). The delegations apply to all EPA contracts issued with or that have the potential to receive, purchase or acquire Government Property or include the Government Property clauses. In addition to administering all contract property, the CPC provides technical expertise and assistance to the Contracting Officer (CO) and Contracting Officer Technical Representative (COTR) relative to Government Property.

b. DCMA Re-delegation. The CPC may request support for contract property management oversight, including property administration and plant clearance, from the Defense Contract Management Agency (DCMA). If DCMA agrees to provide support, DCMA will notify the contractor of the assigned property administrator (PA) and plant clearance officer (PLCO). The DCMA PA is available to the contractor for assistance in all matters of property administration. Notwithstanding the delegation, as necessary, the contractor may contact the EPA CO. In the event of a disagreement between the contractor and the DCMA PA, the contractor should seek resolution from the CO. Unless, otherwise directed in the contract, or this document, all originals of written information or reports, except direct correspondence between the contractor and the DCMA PA, relative to Government property, should be forwarded to the administrative CO assigned to this contract and the CPC.

c. Disagreements. Notwithstanding the delegation(s), as necessary, the contractor may contact the CO. In the event of a disagreement between the contractor and the PA or the CPC the contractor should seek resolution from the CO.

3. Requests for Government Property.

In accordance with FAR 45.102, the contractor shall furnish all property required for performing Government contracts. If a contractor believes that Government property is required for performance of the contract, the contractor shall submit a written request to the CO. At a minimum, the request shall contain the following elements:

a. Contract number for which the property is required.

b. An item(s) description, quantity and estimated cost.

- c. Certification that no like contractor property exists which could be utilized.
 - d. A detailed description of the task-related purpose of the property.
 - e. Explanation of negative impact if property is not provided by the Government.
 - f. Lease versus purchase analysis shall be furnished with the request to acquire property on behalf of the Government, with the exception of requests for material purchases. The contractor may not proceed with acquisition of property on behalf of the Government until receipt of written authorization from the Contracting Officer.
4. Transfer of Government Property. The Contracting Officer initiates the transfer of the government property via a contract modification. The transferor (EPA or another contractor) shall provide to the transferee, the receiving contractor, the information needed to establish and maintain the property records required of FAR 52.245-1, as well as all of the applicable data elements required by Attachment 1 of this clause. The transferee, the receiving contractor, should perform a complete inventory of the property before signing the acceptance document for the property. Accountability will transfer to the receiving contractor upon receipt and acceptance of the property, in accordance with FAR 45.106.
5. Records of Government Property.
- a. In accordance with FAR 52.245-1, the contractor shall create and maintain records of all Government property, regardless of value, including property provided to and in the possession of a subcontractor. Material provided by the Government or acquired by the contractor and billed as a direct charge to the contract is Government property and records must be established as such.
 - b. The Contractor shall identify all Superfund property and designate it as such both on the item and on the Government property record. If it is not practicable to tag the item, the contractor shall write the ID number on a tag, card or other entity that may be kept with the item or in a file.
 - c. Support documentation used for posting entries to the property record shall provide complete, current and auditable data. Entries shall be posted to the record in a timely manner following an action.
 - d. For Government vehicles, in addition to the data elements required by EPA, the contractor shall also comply with the General Services Administration (GSA) and Department of Energy (DOE) record and report requirements supplied with all EPA provided motor vehicles. If the above requirements were not provided with the vehicle, the contractor shall notify the designated CPC and the Fleet Manager.
 - e. When Government property is disclosed to be in the management and/or control of the contractor but not provided under any contract, the contractor shall record and report the property in accordance with FAR 52.245-1.
6. Inventories of Government Property. The contractor shall conduct a complete physical inventory of EPA property at least once per year. The contractor shall report the results of the inventory, including any discrepancies, to the CO. Reconciliation of discrepancies shall be completed in accordance with the schedule negotiated with the CO. See section 10 herein, Contract Closeout, for information on final inventories.
7. Reports of Government Property. EPA requires an annual summary report, for each contract, by contract number, of Government property in the contractor's possession. The annual summary is due as of September 30th of each year, and upon contract termination or expiration.
- a. For each classification listed on the EPA Property Report form, with the exception of material, the contractor shall provide the total acquisition cost and total quantity. If there are zero items in a classification, or if there is an ending balance of zero, the classification must be listed with zeros in the quantity and acquisition cost columns.

- b. For material, the contractor shall provide the total acquisition cost only.
 - c. Property classified as Plant Equipment, Superfund and Special Test Equipment must be reported on two separate lines. The first line shall include the total acquisition cost and quantity of all items or systems with a unit acquisition cost of \$25,000 or more. The second line shall include the total acquisition cost and quantity of all items with a unit acquisition cost of less than \$25,000.
 - d. For items comprising a system, which is defined as "a group of interacting items functioning as a complex whole," the contractor may maintain the record as a system noting all components of the system under the main component or maintain individual records for each item. However, for the annual report of Government property the components must be reported as a system with one total dollar amount for the system, if that system total is \$25,000 or more.
 - e. The reports are to be received at EPA by the CPC by October 5th of each year.
 - f. Distribution shall be as follows:
 - Original to: CPC
 - One copy: CO
 - g. Contractors are required to comply with GSA and DOE special reporting requirements for motor vehicles. A statement of these requirements will be provided by the EPA Facility Management and Services Division (FMSD) concurrent with receipt of each vehicle.
 - h. The contractor shall provide detailed reports on an as-needed basis, as may be requested by the CO or the CPC.
8. Disposition of Government Property. The disposition process is composed of three distinct phases: identification, reporting, and final disposition.
- a. Identification. The disposition process begins with the contractor identifying Government property that is no longer required for contract performance. Effective contract property management systems provide for identification of excess as it occurs. Once Government property has been determined to be excess to the accountable contract, it must be screened against the contractor's other EPA contracts for further use. If the property may be reutilized, the contractor shall notify the CO in writing. Government property will be transferred via contract modifications to other contracts only when the COs on both the current contract and the receiving contract authorize the transfer.
 - b. Reporting.
 - (i) EPA. Government property shall be reported in accordance with FAR 52.245-1. The Standard Form, SF 1428, Inventory Disposal Schedule, provides the format for reporting excess Government property. Instructions for completing and when to use the form may be found at FAR 52.245-1(j). Forward the completed SF 1428 to the CPC. The SF 1428 is available at <http://www.arnet.gov/far/current/html/FormsStandard54.html>. Superfund property must contain a Superfund notification and the following language must be displayed on the form: "Note to CO: Reimbursement to the EPA Superfund is required."
 - (ii) DCMA. If the EPA contract has been re-delegated to DCMA, the excess items will be entered into the Plant Clearance Automated Reutilization Screening System (PCARSS). Access and information pertaining to this system may be addressed to the DCMA Plant Clearance Officer (PLCO).
 - c. Disposition Instructions.

(i) Retention. When Government property is identified as excess, the CO may direct the contractor in writing to retain all or part of the excess Government Property under the current contract for possible future requirements.

(ii) Return to EPA. When Government property is identified as excess, the CO may direct the contractor in writing to return those items to EPA inventory. The contractor shall ship/deliver the property in accordance with the instructions provided by the CO.

(iii) Transfer. When Government property is identified as excess, the CO may direct the contractor in writing to transfer the property to another EPA contractor. The contractor shall transfer the property by shipping it in accordance with the instructions provided by the CO. To effect transfer of accountability, the contractor shall provide the recipient of the property with the applicable data elements set forth in Attachment 1 of this clause.

(iv) Sale. If GSA or the DCMA PLCO conducts a sale of the excess Government property, the contractor shall allow prospective bidders access to property offered for sale.

(v) Abandonment. Abandoned property must be disposed of in a manner that does not endanger the health and safety of the public. If the contract is delegated to DCMA and the contractor has input EPA property into the PCARSS system, the EPA Property Utilization Officer (PUO) shall notify the CO. The CO shall notify the contractor in writing of those items EPA would like to retain, have returned or transferred to another EPA contractor. The contractor shall notify the DCMA PLCO and request withdrawal of those items from the inventory schedule. The contractor shall update the Government property record to indicate the disposition of the item and to close the record. The contractor shall also obtain either a signed receipt or proof of shipment from the recipient. The contractor shall notify the CO when all actions pertaining to disposition have been completed. The contractor shall complete an EPA Property report with changes, to include supporting documentation of completed disposition actions and submit it to the CPC.

9. Decontamination. In addition to the requirements of the "Government Property" clause and prior to performing disposition of any EPA Government Property, the contractor shall certify in writing that the property is free from contamination by any hazardous or toxic substances.

10. Contract Closeout. The contractor shall complete a physical inventory of all Government property at contract completion and the results, including any discrepancies, shall be reported to the CO. If the contract is delegated to DCMA, the physical inventory report will be submitted to the EPA CO and a copy submitted to the DCMA PA. In the case of a terminated contract, the contractor shall comply with the inventory requirements set forth in the applicable termination clause. The results of the inventory, as well as a detailed inventory listing, must be forwarded to the CO and if delegated, a copy to the DCMA PA. In order to expedite the disposal process, contractors may be required to, or may elect to submit to the CPC, an inventory schedule for disposal purposes up to six (6) months prior to contract completion. If such an inventory schedule is prepared, the contractor must indicate the earliest date that each item may be disposed. The contractor shall update all property records to show disposal action. The contractor shall notify the CO, and, if delegated, the DCMA PA, in writing, when all work has been completed under the contract and all Government property accountable to the contract has been disposed. The contractor shall complete a FINAL EPA Property report with all supporting documentation to the CPC.

Attachment 1

Required Data Element--In addition to the requirements of FAR 52.245-1(f)(vi), Reports of Government Property, the contractor is required to maintain, and report the following data elements for EPA Government property (all elements are not applicable to material): Name and address of the administrative Contracting Officer; Name of the contractor representative; Business type; Name and address of the contract property coordinator; Superfund (Yes/No); No. of Subcontractor/Alternate Locations.

Note: For items comprising a system which is defined as, "a group of interacting items functioning as a complex whole," the contractor may maintain the record as a system noting all components of the system under the main component or maintain individual records for each item. However, for the Annual Report of Government Property,

the components must be reported as a system with one total dollar amount for the system, if that system total is \$25,000 or more.

(End of clause)

CUSTOM – Contract Administration Roles

Project Officer:

Brenda Randall
randall.brenda@epa.gov
202-564-4518

Alternate Project Officer:

Karen Murray
murray.karen@epa.gov
202-564-2539

Contracting Officer:

Nicole Humphrey
humphrey.nicole@epa.gov
202-564-4379

CUSTOM – Other Direct Costs

For the following categories, direct costs in excess of the following are not allowable as a charge to this contract without the prior written approval of the Contracting Officer. Miscellaneous Other Direct Costs are considered to include local and long distance travel, material and equipment, supplies for the normal conduct of business, parking of the vans needed for contract performance, training, photocopying, which are necessary for contract performance.

Relocation costs and travel costs incidental to relocation of personnel are not allowable.

<u>Period</u>	<u>Other Direct Costs</u>	<u>G & A*</u>	<u>Total ODC Amount</u>
Base	(b)(4)	(b)(4)	(b)(4)
Base			

* General and Administrative or material handling charge applicable to ODCs and in accordance with contractor's normal accounting practice.

Other Direct Costs to be incurred in direct support of this contract effort and not covered by the contractor's overhead rates may be charged against the contract. G & A expense as applied to other direct costs may be charged against this contract, subject to the conditions specified in the clause entitled "Indirect Costs". A fee/profit applied to other direct costs is not considered allowable under this contract.

Other Direct Costs--Other Direct Costs (ODCs) are items which are allowable and allocable direct costs to the contract for which EPA may reimburse the Contractor. ODCs will be treated in accordance with FAR regulations. Such items shall be charged in accordance with the Contractor's established and accepted accounting practices except as stated below.

Travel Expenses--No travel should be required under this contract. If the need does arise, the travel must be approved by the Contracting Officer and the Project Officer before any travel charges are incurred by the contractor.

If travel is required, except as explicitly set forth below, the Contractor shall be reimbursed for allowable and allocable travel costs actually incurred by and paid to the Contractor's employees, provided such costs do not exceed the amount that would be payable to an employee of the Environmental Protection Agency conducting the same travel while on Government business. In determining the dollar value of allowable contractor employee travel costs, the limitation of the Federal Travel Regulations effective on the date of travel will apply to contractor employees to the same extent they apply to Federal Government employees.

The Contractor may be required to furnish to the Contracting Officer documentary proof of travel expenditures, including receipts for common carrier transportation and lodging expenditures. The Contractor may elect to reimburse its employees for meals and incidental expenses (as defined in the Federal Travel Regulations) on a per diem basis, and the Contractor will be reimbursed for such payments. In no event shall the reimbursement allowed under this provision exceed the standard per diem for meals and incidental expenses allowable under the Federal Travel Regulations.

Miscellaneous Expenses—ODCs for miscellaneous expenses should be limited to costs of those items indicated above. ODCs not associated with these categories should be clearly justified.

(End of Clause)

CUSTOM – Limitation of Funds

Incremental funding will be provided on modifications issued under this contract. The Contractor shall notify the Contracting Officer in writing whenever it has reason to believe that the costs it expects to incur in the next 30 days, when added to all costs previously incurred, will exceed 85% of the total amount so far allotted to the contract by the Government. The Contractor shall not exceed the total dollars obligated.

The Contractor agrees to perform, or have performed, work on the contract up to the point at which the total amount paid and payable by the Government approximates but does not exceed the total amount actually allotted by the Government to the contract.

(End of Clause)

CUSTOM – Authorizing Overtime

The Contractor shall obtain written authorization from the Project Officer, with copies to the Contracting Officer, of any overtime ordered up to the limits specified in the contract. The Contractor shall obtain written authorization from the Contracting Officer prior to working any overtime beyond that authorized in the contract.

Approvals for using overtime shall be approved in advance of the work being performed, but if justified by emergency circumstances, approval may be granted retroactively. In emergency situations, the Contractor shall obtain oral approval from the Contracting Officer, or the designated Project Officer, prior to incurring overtime. The Contractor must be provided written confirmation the oral approval of overtime by the next business day.

(End of Clause)

List of Attachments

ATTACHMENT 1 - STATEMENT OF WORK
ATTACHMENT 2 - AGENCY SECURITY REQUIREMENTS FOR CONTRACTOR PERSONNEL
ATTACHMENT 3 - LABOR CATEGORY QUALIFICATIONS
ATTACHMENT 4 - GOVERNMENT FURNISHED PROPERTY
ATTACHMENT 5 – DOL WAGE DETERMINATION
ATTACHMENT 6 – COLLECTIVE BARGAINING AGREEMENT

ATTACHMENT 1
STATEMENT OF WORK

STATEMENT OF WORK
ENVIRONMENTAL PROTECTION AGENCY HEADQUARTERS, WASHINGTON DC

Labor Services & Warehouse Operations Support

BACKGROUND: The Environmental Protection Agency (EPA) Facilities management and Services Division (FMSD), requires labor services and warehouse operations support for its Headquarters locations. This Statement of Work shall provide support services that shall be performed, on a daily basis, throughout the EPA Headquarters facilities within the Washington, DC metropolitan area and within a 100 mile radius. The EPA shall furnish office space and telephone s for the contractor, located at the Federal Triangle Complex, the Potomac Yard complex, and at the warehouse in Landover, MD. The SOW requires skilled labor support and oversight operation of warehouse space for EPA.

PERIOD OF PERFORMANCE: The period of performance of this requirement shall be 12 months.

OBJECTIVES:

The contractor shall

1. Provide relocation services and various labor services as described in the SOW, in accordance with established commercial practices. The contractor shall also provide management oversight and logistical services to operate and maintain EPA's warehouse functions, i.e., shipping and receiving of Government property, delivery of carpet, furniture, supplies and equipment.
2. Provide management oversight for the labor services and warehouse operation support. The contractor shall be responsible for assuring that, in addition to normal warehouse operations, tasks associated with submitted Facilities Services Request, (FSR) 5100-8 are properly completed and closed out.
3. Provide services in a professional manner. All contract employees will wear uniforms (shirts and hats – ball caps and knit caps) of the same color. Identification badges, including contract employee name and the contractor name, should be visible on their clothing and displayed at all times. When the ball cap is worn, the hat is to be centered on the top of the head with the logo brim/bill facing to the front. If the knit, winter hat is worn, it shall be worn with the logo facing to the front and removed when inside an office building. No other hats or head coverings may be worn by contractor personnel while in uniform and on government property during working hours.
4. Provide services to the following EPA buildings: Ariel Rios Buildings: 1200 Pennsylvanian Avenue, NW, Washington, DC Ronald Reagan Building: 1300 Pennsylvania Ave, NW, Washington DC EPA East Building: 1201 Constitution Ave, NW, Washington, DC EPA West Building & Connecting Wing: 1301 Constitution Ave, NW, Washington, DC Franklin Court: 1099 14th Street, NW, Washington, DC Colorado Building: 1341 G Street, NW, Washington DC Potomac Yard Buildings 1 & 2: Crystal City, VA.
5. Create and maintain records of activities in accordance with EPA Policy 2155.1, including creating of official records, and use software currently in use by EPA, including MSOffice, Adobe Acrobat, Lotus Notes, and EPA standard asset tracking software.
6. Make deliveries to the following locations:

Federal Records Center, Suitland, MD V Street Warehouse, SMC United Industrial LP's: 3025 V St, NE, Washington, DC Environmental Science Center (ECS), 701 Mapes Road, Fort Meade, MD Annapolis City Marina, 410 Severn Avenue, Suite #109, Annapolis, MD GSA Surplus

Labor Services & Warehouse Operations Support

Sales, Loisdale Drive, Franconia, VA Davis Industries, 9920 Richmond Highway, Springfield, VA
 Franklin Court: 1099 14th Street, NW, Washington, DC Warehouse, 8335 Ardwick Ardmore Road,
 Landover MD.

7. Manage the EPA property warehouse located at 8335 Ardwick Ardmore Road, Landover MD

Additional building may be added or deleted as EPA offices change locations.

Hours of operation: The Contractor shall provide warehouse operations labor services, and support services between the hours of 7:00 AM – 4:30 PM, Monday through Friday (except observed holidays and administrative leave). The warehouse is expected to be open during these hours except as otherwise noted.

Work Schedule

The Contractor is required to utilize effective and efficient management of staff resources based upon anticipated labor services and warehouse operations requirements, work schedules and facilities restrictions. Contractor employees shall not work more than forty (40) hours per week under this contract unless they have authorization to incur overtime from, the Contracting Officer (CO), PO and the TOPO. The CO must approve overtime ordered in excess of the amount indicated in the contract; the PO can order up to that amount. It is anticipated that the majority of warehouse services are required between normal work hours of 7:00AM – 4:30 PM, Monday through Friday. In the case of an emergency, the Project Manager or alternate may work after normal work hours to minimize disruption of the client services. The Headquarters EPA satellite facilities have various hours for elevator and loading dock access, to each building.

Task 1 - Labor Support Services

The Contractor shall provide labor support services during the hours of 7:00 am – 4:30 pm, throughout the indicated EPA locations. All requests for services, from EPA customers shall be received and processed through the facilities Tracking System. The contractor is not to initiate any work without the FSR. The Project Officer and the contractor shall develop a delivery/pick up schedule for the EPA buildings; a sample of a schedule is attached. This shall include, but not limited to the following:

- Scheduling and planning office relocations of the EPA employees as established by FMSSD

- Facilities Managers;

- Determining the method of access to the EPA buildings within the Metropolitan Area;

- Scheduling the day of week and time of arrival for weekly deliveries to EPA buildings; and

- Schedule to pick up excess property, furniture and recycling (i.e., toner cartridges and batteries) from the various buildings.

Labor Service Requests

The Facilities Service Requests (FSRs), EPA Form 5100-8, shall be submitted from authorized EPA personnel to request labor services. The FSRs shall be submitted to the contractor electronically through the Facilities Tracking System (FTS).

In case of an emergency, the Project Officers and the Facilities Managers will also be able to submit requests via email, to the contractor, to be followed up with the proper format.

The Contractor shall retrieve, print, and take action on all FSRs within two hours of receipt. The contractor shall closeout all FSRs within 48 hours of completion of the request. If there is any type of delay in getting the work done by the requested due date – the contractor is to notify (email) the Project Officer and the customer. The Contractor shall submit a weekly FSR report to the Project Officer showing, at a minimum:

- Date FSR received;
- Current status
- Date order completed and closed out;
- How many personnel and how many hours each took to complete the work, and;
- Any impediments encountered and how long they were resolved.

EPA is in the process of automating and updating the labor services management system, so the actual process and forms used may change before the contract is completed. The Contractor will be required to adopt the system that EPA puts in place.

Contractor Responsibilities:

The contractor shall inform the Project Officer and the customer of the individual FSR if the delivery date of the individual task cannot be met, and why.

The contractor personnel shall efficiently pack personal items and office supplies safely relocate Government furniture, equipment. The Contractor shall provide packing boxes and other items in accordance with the FSR instructions.

The contractor shall inspect the origin and destination locations to ensure that adequate manpower and equipment are available to perform the scheduled relocation/work.

The contractor shall protect all equipment and furniture to be moved as well as walls and doorways to ensure against any damage and/or breakage of Government property.

The contractor shall collect recyclables, newspapers and other paper; bottles, cans and plastics; toner cartridges and batteries recycling for delivery to the EPA East/West and Potomac Yard loading docks for pick up by GSA. These items are to be delivered to the warehouse and kept sorted and organized.

The contractor shall reconfigure conference room tables and chairs; deliver and set up stages, podiums, flags and other property and equipment in support of official EPA functions and special events. Conference rooms and special events shall be set up at a minimum a half hour prior to commencement of the meeting or special event.

The contractor shall pick up and deliver, from various sites, numerous items, such as scrap metal, boxes of files, equipment, furniture, etc. The contractor shall assist in emergency clean-up situations, including moving furniture (i.e., free standing), equipment (i.e., computers), ceiling tiles, pick up trash and debris, etc.

The contractor shall pick up boxes of files to shred and properly dispose/recycle shredded paper, involves operating a high capacity paper shredder.

The contractor shall deliver carpet tiles to designated storage areas at the various EPA facilities to have on-site in case of emergencies and relocation projects.

The contractor shall complete all FSRs by due date on the request. If the contractor is unable to meet the deadline, the contractor shall send an email to the requestor and the Project Officer, with the reason for the delay and the date the service will be completed.

The contractor shall install and remove bulletin boards (up to 35lb weight limit), white boards, window coverings and associate hardware, pictures, plaques, and a variety of general maintenance repair services as outlined in the FSRs.

The contractor shall install, relocate excess items requiring assembly and disassembly, i.e. book cases, metal shelving units, L-return desks, keyboard trays and other furniture requiring assembly.

The contractor shall repair, paint walls and doors, etc. damaged by the contractor while performing tasks. These repairs shall be completed within 48 hours, at the contractor's expense and time.

Recyclables Schedule:

Monday Pick up locations: 1310 L Street (paper, newspaper, cardboard, bottles, cans and plastic) Colorado Building (paper, bottles, cans and newspaper)

Tuesday Pick up locations: Potomac Yard (paper, newspaper, bottles and cans) Woodies Building (paper, newspaper, bottles and cans)

Wednesday Pick up location: 1310 L Street (paper, newspaper, cardboard, bottles, cans and plastic)

Thursday Pick up location: Potomac Yard (paper, newspaper, bottles and cans)

Friday Pick up location: Waste Management pick up of recyclables

Performance Measures/Standards

All work noted above, and including, but not limited to:

All FSRs are retrieved from the system, printed, and action taken within two hours of receipt.

No follow-up phone calls from the customer or Project Officer(s) are necessary to ensure completion of the request.

All FSRs are closed out in the system within 48 hours of completion of the request.

No work is completed from receipt of a phone call or email – work must be ordered and received via the proper channels as stated above, unless an emergency situation arises.

All setups for conference rooms and special events are completed prior to the commencement of the meeting/special event.

Routine recycling pickups are performed/completed without agency intervention.

98% of requests completed without customer complaints; any complaints are quickly resolved. Items that are shredded are picked up and disposed/recycled properly.

Reports are provided in a timely manner with all required data fields complete.

Required Deliverable Reports:

(Note: report layout/information to be determined by PO with contractor input) Weekly FSR Report

Task 2 - Warehouse Operations Support

The warehouse operations staff shall **operate and maintain** EPA's warehouse functions, i.e., shipping and receiving of Government personal and leased property. All property shall be handled in accordance with the EPA Property Manual, which shall be provided to the contractor. The contractor shall deliver and receive equipment, furniture and supplies. The contractor shall also maintain the updated warehouse database on the inventory, including data such as the purchase order number, serial number, user/customer, date received, storage rack location, item name, etc.

Security: Contractor shall also ensure that only those personnel associated with the warehouse functions and have proper authorization are allowed entry, unless otherwise approved by EPA Project Officer and the Task Order Project Officer. The warehouse shall be maintained in a secure manner to prevent loss and theft of EPA property. The warehouse supervisor shall notify the Federal Protective Service (FPS), when an emergency situation occurs at the warehouse during normal hours of operation. If an emergency occurs after hours of operations, the FPS will **contact EPA's security personnel to alert the warehouse manager or the PO**, so they can open the warehouse. .

Surplus/Excess Property

The contractor shall maintain the storage space for disposal of excess property through Agency re-allocation, GSA, GSAXcess, and through the designated EPA electronics recycling program. The contractor shall maintain the property and warehouse tracking system and identify sensitive items. The contractor shall submit to the PO a monthly electronics recycling report identifying, at a minimum, the Project Office, Custodial Area, Contact Person, the description of the types of electronic equipment, and the quantity received.

Receiving

The Contractor shall receive and inspect all incoming materials, furniture, **equipment, supplies, exhibits, etc., and note on the delivering carrier's document and in consignee's document copies any visible loss damage, or overage**. The contractor shall document any damages, loss or overage and notify the PO and TOPO via email within two working days. Items received that are damaged or shortages or overages shall be noted by the Shipping/ Receiving Clerk.

The contractor shall apply property decals and enter accountable/sensitive property into the IFMS within 72 hours of receipt. The contractor shall maintain all records associated with the receiving function in accordance with warehouse reporting/record keeping requirements. Disposal codes are to be assigned and entered for all incoming excess or surplus items.

Shipping/Delivery

The Contractor shall prepare Government property for shipment from the warehouse and delivery to EPA Headquarters facilities and EPA satellite buildings. The day of pick up, the contractor shall verify the items before leaving the premises, (on and off site) before delivering to the warehouse. This includes shipment and delivery of property, property stored at the warehouse until delivery of property, property stored at the warehouse until delivery is requested, and any other Government property designated by the PO and /or TOPO. The deliveries shall be brought to the loading dock and loaded onto the designated vehicle. Upon arrival at the destination; furniture must be unwrapped, uncrated and assembled, if necessary. All packing materials must be removed from

the premises. The contractor shall dispose of any material, packing and other substances used to operation and maintenance of the warehouse space, or left over after delivery of furniture, equipment or other property, in accordance with prevailing regulations, guidance and State and Government laws. Prior to making deliveries to GSA in Franconia, VA, or other locations, to deliver excess property, the contractor shall contact the GSA to make arrangements prior to delivery.

Property Accountability

Property shall be accepted and processed in accordance with the EPA Property Manual. The contractor shall apply property decals to all accountable and sensitive EPA and EPA-leased property. The Property Utilization Officer shall supply the Contractor with decals (Leased, Capitalized, Sensitive Items and Superfund), for proper identification. If the items are over the EPA's threshold of \$5,000 or if it is a sensitive item, the sensitive item should have a decal applies (see attached list). When contractor receives a purchase order for incoming items (i.e., supplies, equipment, furniture etc.) the property technician shall enter the information below into IFMS.

Decal Number

Purchase order number

Description of items

Stock/Warehouse Inventory

Establish and maintain a floor planogram with all aisles and shelves labeled. Adhere an asset identification tag within 24 hours of receiving new equipment.

Remove asset identification tags within 8 hours of surplus from the EPA inventory.

Be prepared for random inspections by the IG or Agency Property Management Officer (PMO).

Complete an annual inventory as of September 30th of each year and submit to the Headquarters Property Accountable Officer by October 5th of each year.

Maintain warehouse inventory in an organized, secure, clean and safe environment. Provide optimum use of storage space.

Create and maintain records for property or supplies received, stored, and/or shipped using current EPA software.

Maintain a skid sheet of all EPA supplies. The printed materials are kept in a separate location at the warehouse and may be ordered separately by the Print Manager, as set up by the Project Officer.

Ensure that the warehouse database is updated to provide accurate reports on all stock available.

Be responsible for all inventory from its acceptance up to the delivery at the final destination – the loading, unloading, packing, unpacking, storage, records of activity, etc.

Provide space for EPA exhibits, new and used furniture, and any other materials stored in the warehouse, delivered and accepted at the warehouse, inventoried before final delivery to the client.

Provide space for clients to inspect excess furniture and equipment to determine suitable for rehabilitating furniture. Prepare documentation to internal customers, GSA or to pick up excess equipment and furniture declared by the program using the correct disposition codes.

Storage Space

The contractor shall allow EPA clients 30 days to store items at the warehouse. All items must be labeled by the program Custodial Area (CA), name and telephone number. A record shall be kept on file of transactions. The contractor shall notify the Contracting Officer's Representative (COR) or Task Order Project Officer (TOPO) within five (5) days of the 30 days storage allowance, to receive instructions on the storage disposition. The Contractor shall notify the TOPO or COR via email of the program offices property stored more than 30 – days. The TOPO or COR shall notify the Program Office of the status, and provide a follow-up email to the Project Manager on the disposition.

Carpet Handling

Upon request of the TOPO or COR, maintain a designated area in the warehouse for airing carpet for seven (7) consecutive days prior to installation in an EPA facility. The contractor shall completely unpack the carpet tiles, so that air may circulate around all surfaces. The carpet shall be placed on pallets to allow air circulation above and below the carpet.

Vehicle Maintenance

The contractor will ensure that all vehicles (either Contractor provided or Government furnished) are properly used, and that the interior and exterior are properly maintained at all times. On contractor provided vehicles, prior to and after award the contractor shall maintain adequate insurance, ensure that drivers are properly licensed, and provide for general and routine vehicle maintenance (i.e., tune-ups, oil changes, brake adjustments, etc.) necessary to ensure the satisfactory operation and performance of the vehicles.

The warehouse truck drivers shall ensure that deliveries are secured on vehicles to prevent damages. The warehouse truck driver's personnel operating commercial vehicles shall have current CDL driver's licenses for deliveries of Government property.

Performance Measure/Standards

All work noted above, including but not limited to:

Property decals are applied to 100% of pertinent Government property and the contractor maintains the data accurately in the designated asset tracking system.

Information is entered into the designated asset tracking system and the Warehouse Management System within 24 hours of receipt.

Reports of damaged items are received within 48 hours and communication returned within 24 hours.

98% of requests completed without customer complaints; any complaints are quickly resolved.

EPA items that contractor damages are quickly repaired and/or replaced. Reports are provided in a timely manner with all required data fields complete.

Current list of forms utilized for contract requirements*:

EPA Form 1700-4 – Request for Shipping Service

EPA Form 1740-10 – Property Action Request Memorandum Receipt

EPA Form 5100-8 – Facilities Services Request

Standard Form 120 – Report of Excess Personal Property

**EPA is currently in the process of updating and automating the property management system. These forms, and the manner in which they are processed, is subject to change before completion of the contract.*

Required Deliverable Reports:

(Note: report layout/information to be determined by PO with contractor input) Weekly FSR Report

Monthly Progress Report

Monthly Vehicle Operations and Fuel Usage Report

Monthly EPA Inventory with separate printing supplies section

Monthly electronic recycling inventory report identifying, at a minimum, the Project Office, Custodial Area, Contact Person, the description of the types of electronic equipment, and the quantity.

Ad hoc reports as requested by the project manager.

Report of Government –Owned/Contractor-held Property (Annual Government Property Report)

Sensitive property items

Sensitive items are defined as property that is potentially dangerous to the public safety or security if stolen, lost, or misplaced. These items must be subject to exceptional physical security, protection, control and accountability. The

proposal must document the contractor's plan for safeguarding sensitive property items and experience handling items of this nature.

List of sensitive Items (other items may be added):

Desktop Computers; Laptop

Computers;

Projectors;

PDAs (e.g., Blackberries, Palm Pilots) ; Cellular

telephones;

Video Cameras;

Digital Cameras; Copiers;

Televisions;

Electronic Recording Equipment (e.g., VCRs, DVDs) ; Scanners;

Global Positioning System (GPS) Equipment;

Electronic Meters (e.g., Gas, Air Flow, Ozone, PH, Light, Sound Conductivity, Chlorine)

External Zip Drives/Portable Disk Drives;

External CD Burners;

Firearms; and

Medical and other technical equipment (e.g., polygraph systems, spirometers, automatic external defibrillators)

ATTACHMENT 2

**AGENCY SECURITY REQUIREMENTS FOR CONTRACTOR
PERSONNEL**

December 1, 2011

Attachment to Performance Work Statement

Agency Security Requirements for Contractor Personnel

To safeguard the EPA workforce and comply with Homeland Security Presidential Directive 12 (HSPD-12), Executive Order (E.O.) 13467, E.O. 13488 and Office of Personnel Management (OPM) regulations, the EPA requires the following:

- **For Unescorted Access for 6 Months or Less**
Contractor employees needing unescorted physical access to a controlled EPA facility¹ for 6 months or less must be determined by the EPA to be fit before being issued a physical access badge (picture ID). A fitness determination is, per E.O. 13488, a decision by an agency that an individual has or does not have the required level of character and conduct necessary to perform work for or on behalf of a federal agency as a contractor employee. A favorable fitness determination is not a decision to contract with an individual. Contractor employees must undergo, at a minimum, an FBI fingerprint check of law enforcement and investigative indices (see Section 2).
- **For Unescorted Access for More than 6 Months**
Contractor employees needing unescorted access to a controlled EPA facility for more than 6 months are required to have an HSPD-12 smart card, called an EPASS badge. Eligible contractor employees must have a completed or initiated background investigation at the National Agency Check and Inquiries (NACI) level or above, comply with all other investigative and HSPD-12-related requirements, and be determined by the EPA Personnel Security Branch (PSB) to be fit (see Section 3). “Initiated” means that all initial security requirements have been met (paperwork is completed, submitted, and PSB-approved; favorable fingerprint results have been received; funding has been provided to cover the cost of the investigation; and PSB has sent notification that the individual may begin work).

To ensure timely contract performance, the contractor must be prepared to immediately submit upon contract award the contractor employee information detailed in Section 1.c. This applies also to incumbent contractors’ employees for follow-on acquisitions. All contractor employees under a new contract are subject to the requirements in Sections 2 or 3; however, the time needed to meet security requirements may be shorter for personnel who already have a favorable fitness determination.

Contractor employees may begin work on the contract start date provided all applicable documentation in Sections 1, 2, and 3 has been received by the EPA and there is no derogatory information to preclude a favorable determination. Timely submission of contractor employees’ security forms and other required documentation is essential.

A favorable determination may be revoked at any time should the EPA discover derogatory information that deems a contractor employee unfit. Contractor employees deemed unfit will not be allowed to continue under the contract, and the contractor will be responsible for providing replacements acceptable to the EPA.

The EPA may make a determination of a contractor employee’s fitness at any of the following points:

- When the EPA prescreens the individual’s security forms. “Red flag” issues include:
 - Having been fired from a previous job or having left under unfavorable circumstances within the past 5 years (or longer, depending on the security form questions and type of investigation);
 - Failure to register with the Selective Service System (applies to male applicants born after December 31, 1959);

¹ A controlled facility is an area to which security controls have been applied to protect agency assets. Entry to the controlled area is restricted to personnel with a need for access.

- Within the past 5 years (or longer, depending on the security form questions and type of investigation), any arrest, charge, or conviction that has been upheld for violent or dangerous behavior or a pattern of arrests that demonstrates disregard for the law;
- Illegal drug use within the previous year, or drug manufacture or other involvement for profit within the past 5 years (or longer, depending on the security form questions and type of investigation).
- When FBI fingerprint results are returned to the EPA;
- When OPM returns the individual's investigative results to the EPA;
- When the EPA becomes aware that the contractor employee may not be fit to perform work for or on behalf of a federal agency. The contractor is responsible for monitoring its employees' fitness to work and notifying the EPA immediately of any contractor employee arrests or illegal drug use.

1) Initial Contractor Requirements

This section contains the contractor's initial security requirements, which must be met before contractor employees can perform work **on-site** at EPA under this contract.

- a) The contractor must identify a point of contact (POC) and alternate POC to facilitate security processes.
- b) The contractor must ensure that all foreign nationals who will work under this contract have a valid U.S. Immigrant Visa or nonimmigrant Work Authorization Visa. The contractor must use E-Verify to verify employment eligibility as required by the FAR.
- c) The EPA requires contractor employee information for the investigative and EPASS processes. Immediately upon contract award or anytime new personnel are brought onboard, the contractor POC must log on to a secure, EPA-identified portal, create an account, and submit complete contractor employee information: Full name (as found on employment records and driver's license), Social Security number, date of birth, place of birth (city, state, country), citizenship, employee email address, EPA Program Office or Regional Office, and EPA work city and state. Note: Incomplete names, inaccurate names, and nicknames are unacceptable and may delay contractor employees' start date. Instructions and the portal link will be provided upon contract award.
- d) EPA will provide the login information for the portal. After submission of the contractor employees' data, the Contracting Officer's Representative (COR) will notify the contractor POC if additional information or corrections are required. The COR's approval of the information triggers the investigative and EPASS processes.

2) Requirements for Contractor Employees Needing Unescorted Access for 6 Months or Less

This section contains the requirements for contractor employees who are not eligible for an EPASS badge but who need unescorted physical access. The minimum security requirement is an FBI fingerprint check.

- a) Before the contractor employee can begin work on-site at the EPA:
 - i) He/she must be fingerprinted by the EPA; arrangements will be made by the COR.
 - ii) The contractor employee must satisfactorily respond to all questions/information requests arising from the EPA's review of the fingerprint results.
 - iii) The EPA must determine that the fingerprint results are favorable.

Once all requirements in Section 2(a) are met, the COR/PO and contractor employee will be notified that the contractor employee can start work. Contractor employees will be issued a physical access badge and may work on-site at EPA. Contractor employees must sign a receipt acknowledging responsibility to safeguard the badge and surrender it when required (see Section 4.b).

3) Requirements for Contractor Employees Needing Unescorted Access for more than 6 Months

This section contains the requirements for contractor employees who are eligible for an EPASS badge and who must have, at a minimum, a NACI background investigation completed or initiated. Contractor employees needing access to sensitive information or otherwise occupying moderate or high-risk positions must undergo an investigation above the NACI level. The EPA will assign a position risk level to each position on the contract and identify which contractor employees are EPASS-eligible.

- a) EPASS-eligible contractor employees must undergo a background investigation appropriate to the risk level of the position occupied, as specified by the EPA; the minimum acceptable investigation is a NACI.
- b) Employees who have previously undergone a federal background investigation at the required level and who have worked for or on behalf of the federal government without a break in service since the investigation was completed may not need a new investigation. The EPA will verify the investigative information and notify the contractor employee and COR if a new investigation is required. If an investigation is not needed, the contractor employee must still be fingerprinted by the EPA for an FBI fingerprint check and have favorable fingerprint results returned before beginning work on-site at EPA.
- c) Before beginning work on-site at the EPA, contractor employees who require a new background investigation must:
 - i) Complete and submit the appropriate OPM security questionnaire specified by the EPA via OPM's e-QIP system. Access to e-QIP will be provided by the EPA; the questionnaires are viewable at www.opm.gov/forms. Foreign national contractor employees must, on the security questionnaire, provide their alien registration number or the number, type, and issuance location of the visa used for entry to the United States.
 - ii) For a NACI only, also complete the OF 306, Declaration for Federal Employment, as required by OPM for any NACI and available at http://www.opm.gov/forms/pdf_fill/of0306.pdf. Contractor employees must answer questions 1-13 and 16, then sign the form on the "Applicant" line, 17a.
 - iii) Follow all instructions on the form(s), answer all questions fully, and submit signature pages as directed by the EPA.
 - iv) Be fingerprinted by the EPA; arrangements for fingerprinting will be made by the COR.
 - v) Satisfactorily respond to all questions/information requests arising from the EPA's review of the forms or fingerprint results.
 - vi) Receive favorable fingerprint results.
- d) Once all requirements in Section 3(c) are met, the COR/PO and contractor employee will be notified that the contractor employee can start work. Contractor employees may work on-site at EPA while OPM conducts the background investigation.
- e) At a time and location specified by the EPA, contractor employees must report in person for EPASS identity (ID) proofing and show two unexpired forms of identification from the lists on Department of Homeland Security Form I-9. At least one of the documents must be a valid, unexpired state or federal government-issued photo ID; non-U.S. citizens must show at least one ID from Column A on Form I-9.
- f) Before being issued an EPASS badge, contractor employees must sign a receipt acknowledging responsibility to safeguard the badge and surrender it when required (see Section 4.b). Contractor employees must meet all EPASS badge life-cycle requirements.
- g) A contractor employee has the right to appeal, in writing through the contractor POC to the COR, the denial or revocation of an EPASS badge. If the COR believes the appeal is justified, he/she will forward it to the Security Management Division (SMD). SMD's decision on behalf of the EPA will be final.

4) Ongoing Contractor Security Responsibilities

- a) The contractor POC must immediately provide updated information via the secure portal when new contractor employees are added to the contract. These contractor employees must meet all initial

Labor Services & Warehouse Operations Support

investigative requirements before beginning work on-site at EPA. The contractor POC must also update information via the secure portal whenever a contractor employee leaves the contract.

- b) The contractor POC must ensure that all EPA physical access and EPASS badges are returned to the COR as soon as any of the following occurs, unless otherwise determined by the Agency: (i) when the badge is no longer needed for contract performance; (ii) upon completion of a contractor employee's employment; (iii) upon contract completion or termination.
- c) These EPA security requirements must be incorporated into all resulting subcontracts wherein contractor personnel working under the subcontract require EPA physical access.

ATTACHMENT 3

LABOR CATEGORY QUALIFICATIONS

LABOR CATEGORY QUALIFICATIONS

General duties and responsibilities are indicated under each labor category, but it is up to the contractor to ultimately distribute the work load among the labor categories/their employees so that all work is completed in an efficient and timely manner. Other duties and responsibilities may be contained in the Statement of Work.

A. WAREHOUSE SUPERVISOR

GENERAL FUNCTIONS & RESPONSIBILITIES

Under the supervision of the Program Manager, the Warehouse Supervisor shall be responsible for overall operation and maintenance of the EPA warehouse functions and operations. They must provide effective interface with the EPA Project Officer and Task Order Project Officers. They must provide practical and efficient leadership, management skills and knowledge that fosters a program to maintain and upgrade the warehouse management and operational functions for the EPA.

DUTIES & RESPONSIBILITIES

Serves as the acting Program Manager carrying out the duties and responsibilities of the Program Manager in their absence. Therefore, the individual should have comparable credentials to the Program Manager and be familiar with all task areas of the Statement of Work.

Manage and oversee the overall operation and maintenance of the warehouse functions.

Provide day-to-day warehouse operations management applicable to EPA Headquarters, including orientation and training of the contractor's warehouse workforce.

Supervise the work of all contractor personnel at the warehouse.

Shall continually review the warehouse site, the on-going work, and ensure safe, effective, and efficient warehouse operations.

Shall ensure that all required and pertinent data is input into the warehouse management system and any other required system.

Shall ensure that all required reports are completed and delivered in a timely manner.

Other duties as assigned.

MINIMUM EDUCATION & EXPERIENCE REQUIREMENTS

Must possess analytical and managerial skills which enable them to identify significant warehouse management policy issues as they relate to contract performance, formulate strategies to properly address warehouse issues, and establish priorities for their effective resolution. Must have performed similar duties, functions and responsibilities as those described above.

The individual must have at least six (6) years of comparable and relevant experience in management, organization, and supervision of a government or commercially operated and maintained warehouse, of which at least two of the six years must have been at the supervisory level.

A high school diploma or equivalent.

B. SENIOR PROPERTY TECHNICIAN

GENERAL FUNCTIONS & RESPONSIBILITIES

Labor Services & Warehouse Operations Support

Under the supervision of the Warehouse Supervisor, shall have overall responsibility for all property management issues and will oversee the functions of the Property Technicians. The Senior Property Technician shall also provide support necessary for the performance of the Shipping/Receiving Clerks' functions and will perform miscellaneous property duties as directed by the Warehouse Supervisor.

DUTIES & RESPONSIBILITIES

Oversee and prepare property reports and generate correspondence.

Update and maintain the EPA Property Accounting systems and property management records.

Responsible for preparation of documentation for property management records as required.

Provide general filing, administrative record keeping and data entry as required.

Oversee the work of the Property Technicians.

Other duties as assigned.

MINIMUM EDUCATION & EXPERIENCE REQUIREMENTS

Must have at least two (2) years of experience in a property management operation performing comparable duties, functions, and/or responsibilities to those described above.

A high school diploma or equivalent.

C. PROPERTY TECHNICIAN**GENERAL FUNCTIONS & RESPONSIBILITIES**

Under the supervision of the Warehouse Supervisor, shall provide support necessary for the performance of the

DUTIES & RESPONSIBILITIES

Prepare property reports and generate correspondence.

Update and maintain the EPA Property Accounting systems and property management records, including the Integrated Financial Management System and READ Program.

Prepare documentation for property management records as required.

Provide general filing, administrative record keeping and data entry as required.

Other duties as assigned.

MINIMUM EDUCATION & EXPERIENCE REQUIREMENTS

Must have at least one (1) year of experience in a property management operation performing comparable duties, functions, and/or responsibilities to those described above.

A high school diploma or equivalent.

D. TRUCK DRIVER**GENERAL FUNCTIONS & RESPONSIBILITIES**

Labor Services & Warehouse Operations Support

Under the supervision of the Warehouse Supervisor, and at times the Program Manager, shall be responsible for deliveries and pick-ups throughout the EPA's Washington metropolitan area facilities. Shall ensure the safe arrival of all materials being transported and obtain signed receipts for all deliveries and pick-ups.

DUTIES & RESPONSIBILITIES

Responsible for properly securing all loads to avoid damage.

Responsible for ensuring that all ordered items are on the truck for delivery and for the safe arrival of all items.

Responsible for ensuring that the truck is fueled and kept clean (interior and exterior) and in good operating condition.

Responsible for submitting to the Warehouse Supervisor a daily vehicle report showing fuel usage, destination, mileage, etc.

Unloading and loading of supplies, furniture, equipment, etc.

Other duties as assigned.

MINIMUM EDUCATION & EXPERIENCE REQUIREMENTS

Must have performed comparable transportation and delivery duties, functions, and/or responsibilities to those described above.

Must have a valid Commercial Driver's License (CDL) driver's license to operate a delivery truck.

Must have a safe driving record.

A high school diploma or equivalent.

E. WAREHOUSE PERSONNEL / FORKLIFT OPERATOR**GENERAL FUNCTIONS & RESPONSIBILITIES**

Under the supervision of the Warehouse Supervisor, shall be responsible for providing warehouse storage and material processing services including unloading and loading of trucks and delivery and retrieval of items to and from the proper locations throughout the storage area, verifying materials against receiving documents, and the proper storage and stocking of materials.

DUTIES & RESPONSIBILITIES

Unloading and loading of supplies, furniture, equipment, etc.

Delivery and retrieval of items to and from the proper locations in the warehouse.

Verifies materials against receiving documents, notes and reports any discrepancies and/or damage.

Safely stores and stocks material in accordance with prescribed storage locations.

Performs a variety of ancillary warehouse duties which require a thorough understanding of warehouse storage plans and operating environment.

Other duties as assigned.

MINIMUM EDUCATION & EXPERIENCE REQUIREMENTS

Must have at least one (1) year of experience performing comparable warehouse receiving, storage, stocking, and processing duties, functions, and responsibilities to those described above and of loading and unloading material as a qualified forklift operator in a similar warehouse operation.

A high school diploma or equivalent.

F. SHIPPING/RECEIVING CLERK

GENERAL FUNCTIONS & RESPONSIBILITIES

Under the supervision of the Warehouse Supervisor, shall be responsible for receiving all incoming materials, property, furniture, exhibits, etc. and will prepare the same for shipment. Responsible for maintaining records of Purchase Orders, Fedstrips, invoices, and Labor Services receipts and EPA Order requisitions for pick-up and processing boxes containing files for the Federal Supplies Records Center.

DUTIES & RESPONSIBILITIES

Shall receive and log all incoming materials, property, furniture, supplies, exhibits, etc. in to the Integrated Financial Management System and/or any other designated system.

Shall note on the delivering carrier's documents, and on consignee's copy, any visible loss, damages, or other discrepancies and must sign and assure that the carrier signs any notations made.

Responsible for applying the EPA property decals to accountable property, annotating the number on a copy of the purchase order in the Integrated Financial Management System.

Shall process/record in the Warehouse Management System the boxes containing files for delivery to the Federal Records Center.

Other duties as assigned.

MINIMUM EDUCATION & EXPERIENCE REQUIREMENTS

Must have at least one (1) year of experience recording, shipping and receiving, and processing material in a comparable warehouse operation and in performing similar duties, functions and/or responsibilities as those described above.

A high school diploma or equivalent.

G. Program Manager

GENERAL FUNCTIONS & RESPONSIBILITIES

The Program Manager shall oversee the entire Contractor operation, focusing on the Labor Services portion and relying on the Warehouse Supervisor for the majority of work performed for the warehouse portion of the contract. Shall provide effective interface with the EPA Project Officer and Task Order Project Officer(s). Based upon guidance from the Project Officer, and within the defined contract scope of work, the Program Manager must provide the leadership, management skills and techniques to foster a program to maintain and upgrade the labor and warehouse operation services under this contract.

DUTIES & RESPONSIBILITIES

Interfaces regularly with the EPA Project Officer and/or Task Order Delivery Officer(s) on a day-to-day basis regarding warehouse/labor services matters.

General responsibility for all work required by the contract and making sure all is completed as required.

Supervise the appearance of, and work completed by, all contractor personnel.

Responsible for making sure all work orders are submitted properly via the proper channels and that all data is entered correctly into the EPA system regarding the status and completion of all work orders. Ensure adequate manpower and equipment are available to perform the work.

Responsible for timeliness of required reports and completion of all work requests.

Other duties as assigned.

MINIMUM EDUCATION & EXPERIENCE REQUIREMENTS

Must possess analytical and managerial skills which enable them to identify significant labor and warehouse operations policy issues as they relate to contract performance, formulate strategies to properly address those issues, and establish priorities for their effective resolution.

Must have at least six (6) years of comparable and relevant experience in management, organization, and operation of comparable and relevant labor services as those described above and in the Statement of Work, of which at least two of the six years must have been at the supervisory level.

A high school diploma or equivalent.

H. MAINTENANCE/LABORER FOREMAN

GENERAL FUNCTIONS & RESPONSIBILITIES

Under the direct supervision of the Program Manager.

DUTIES & RESPONSIBILITIES

Retrieve, review, assign, and ensure completion of all FSRs (form 5100-8) received.

Assign duties to appropriate labor services personnel.

Ensure proper attire and courteous manner of labor services personnel.

Responsible for overseeing the safe and timely delivery and pick-up of supplies, equipment, and furniture.

Other duties as assigned.

MINIMUM EDUCATION & EXPERIENCE REQUIREMENTS

Must have at least three (3) years of comparable and relevant experience in comparable and relevant labor services as those described above, below, and in the Statement of Work, of which at least one of the three years must have been at the supervisory level.

A high school diploma or equivalent.

I. GENERAL MAINTENANCE

GENERAL FUNCTIONS & RESPONSIBILITIES

Under the direct supervision of the Maintenance/Laborer Foreman,

DUTIES & RESPONSIBILITIES

Install and remove signs, bulletin boards, pictures, etc.

Assemble, dis-assemble, and/or install furniture and shelving.

Install and/or remove drapes, blinds, and office fixtures.

Provides minor repairs, painting, and restoration of walls, doors, and baseboards broken or marred as a result of contractor moving or relocation responsibilities and functions; provides emergency clean-up, including use of vacuum and other cleaning equipment; and removal and installation of ceiling tiles when building owner's personnel are unavailable.

Other duties as assigned.

MINIMUM EDUCATION & EXPERIENCE REQUIREMENTS

Must have performed comparable duties, functions, and/or responsibilities to those described above.

A high school diploma or equivalent.

J. LABORER

GENERAL FUNCTIONS & RESPONSIBILITIES

Under the direct supervision of the Maintenance/Laborer Foreman, the laborers shall be responsible for the safe packing and delivery of supplies, furniture, and equipment; intra- and inter-office moves of furniture, equipment, and boxes; and arrangement (set up and take down) of conference room furniture and supplies.

DUTIES & RESPONSIBILITIES

Provides assistance in the pick-up of excess equipment and furniture.

Ensures the safe and timely delivery of assigned supplies, move furniture and equipment as directed for office moves or relocation of personnel.

Responsible for the cleanliness of on-site receiving and shipping areas.

Performs packing of office materials in a safe and timely manner.

Performs all other duties indicated in the Statement of Work that may arise.

Other duties as assigned.

MINIMUM EDUCATION & EXPERIENCE REQUIREMENTS

Must have performed comparable duties, functions, and/or responsibilities to those described above.

A high school diploma or equivalent.

ATTACHMENT 4
GOVERNMENT FURNISHED PROPERTY

APEX GOVERNMENT FURNISHED PROPERTY (DESCRIPTION)

Property as of 02/14/12

PROP#	DESCRIPTION	SERIAL	MFG	MODEL	REC'D	LOC	REMARKS	EST COST
	BATTERY, DRILL DRIVE	G4255	CRAFTSMAN	315-111020	04/01/1990	AA		44.99
663453	CART,MACHINE	N/A	HOWARD STEEL	N/A	04/01/1990	EPA WEST		290.00
663459	CART,MACHINE	N/A	HOWARD STEEL	N/A	04/01/1990	EPA WEST		290.00
663461	CART,MACHINE	N/A	HOWARD STEEL	N/A	04/01/1990	AA	D LEVEL (BR	290.00
663457	CART,MACHINE	N/A	HOWARD STEEL	N/A	04/01/1990	EPA WEST		290.00
663478	CART,MACHINE	N/A	HOWARD STEEL	N/A	04/01/1990	EPA WEST		290.00
663458	CART,MACHINE	N/A	HOWARD STEEL	N/A	04/01/1990	EPA WEST		290.00
663467	CART,MACHINE	N/A	HOWARD STEEL	N/A	04/01/1990	EPA WEST		290.00
663462	CART,MACHINE	N/A	HOWARD STEEL	N/A	04/01/1990	EPA WEST		290.00
663476	CART,MACHINE	N/A	HOWARD STEEL	N/A	04/01/1990	EPA WEST		290.00
663460	CART,MACHINE	N/A	HOWARD STEEL	N/A	04/01/1990	EPA WEST		290.00
663456	CART,MACHINE	N/A	HOWARD STEEL	N/A	04/01/1990	EPA WEST		290.00
663474	CART,MACHINE	N/A	HOWARD STEEL	N/A	04/01/1990	EPA WEST		290.00
663479	CART,MACHINE	N/A	HOWARD STEEL	N/A	04/01/1990	EPA WEST		290.00
663477	CART,MACHINE	N/A	HOWARD STEEL	N/A	04/01/1990	EPA WEST		290.00
663466	CART,MACHINE	N/A	HOWARD STEEL	N/A	04/01/1990	EPA WEST		290.00
663472	CART,MACHINE	N/A	HOWARD STEEL	N/A	04/01/1990	EPA WEST		290.00
663475	CART,MACHINE	N/A	HOWARD STEEL	N/A	04/01/1990	EPA WEST		290.00
663468	CART,MACHINE	N/A	HOWARD STEEL	N/A	04/01/1990	EPA WEST		290.00
663464	CART,MACHINE	N/A	HOWARD STEEL	N/A	04/01/1990	EPA WEST		290.00
663471	CART,MACHINE	N/A	HOWARD STEEL	N/A	04/01/1990	EPA WEST		290.00
663470	CART,MACHINE	N/A	HOWARD STEEL	N/A	04/01/1990	EPA WEST		290.00
663463	CART,MACHINE	N/A	HOWARD STEEL	N/A	04/01/1990	EPA WEST		290.00
	CART,MACHINE	N/A	RENTACRATE	N/A	12/17/2009	AA	280.00	3741.50
	CART,RECYCLE, BLUE	N/A	CBH	N/A	10/06/2009	AA	1631.04	1631.04
	CART,RECYCLE, BLUE	N/A	CBH	N/A	12/15/2009	AA	543.68	543.68
	CART,PANEL_MOVER(RED)	N/A	COOPER	3826	06/12/2002	EPA WEST	280.00 EA	1,680.00
700001	CHARGER,BATTERY	YLE0157	YALE	3YE12450	04/01/1990	AA	WAREHOUSE	499.00
	COPIER, FLOOR	AORCOY1017782	MINOLTA	KONICA 362	06/22/2010	AA	LEASED	0.00
	DRILL,3/TOOL CORDLESS COMB KIT, 18 VOLT		BLACK & DECKER	FIRE STORM F3318C-2	06/04/2006	EPA WEST		124.95
	DRILL, CORDLESS, 1/2 DRIVER, 24 VOLT		CHANNEL LOCK	JD610424	12/12/2007	EPA WEST	MAINTENANCE	45.88
	DRILL, CORDLESS, 18 VOLT 479188		DEWALT	DC720 EPA 6 ENGRAVE	12/29/2010	POTOMAC YARDS		210.94
	DRILL, CORDLESS, 18 VOLT 834049		DEWALT	DOD790	06/17/2010	EPA WEST	MAINTENANCE	225.00
	SCREWDRIVER, CORDLESS, 7.2	124516	DEWALT	DWS20K 2 BATTERY CH	06/20/2006	EPA WEST	HANK	0.00
	ELECTRIC ENGRAVER	FD13029001	DREMEL	290-01	02/25/2006	R/R		19.97
	DOCK PLATE	N/A	N/A	N/A	04/01/1990	AA		489.00
	DOCK PLATE	N/A	N/A	N/A	04/01/1990	AA		489.00
	DOCK PLATE	N/A	N/A	N/A	04/01/1990	AA	BC LEVEL	489.00
	DOCK PLATE	N/A	N/A	N/A	04/01/1990	AA		489.00
	DOCK PLATE	N/A	N/A	N/A	04/01/1990	AA	D LEVEL	489.00
	DOCK PLATE (BLUE)	N/A	N/A	N/A	11/01/1995	AA	D LEVEL	489.00
	DOLLIES, 4" CARPET ENDED	N/A	N/A	N/A	09/11/2002	EPA WEST	40 @ 30.71 EA	1,228.40
	DOLLIES 4" CARPET ENDED	N/A	N/A	N/A	07/09/2007	EPA WEST	10 @ 42.00 EA	420.00
	DOLLIES W/CASTERS	N/A	N/A	N/A	07/09/2007	EPA WEST	10 @ 49.00 EA	490.00
	DOLLIES, 4" RUBBER CAPPED	N/A	N/A	N/A	06/18/2010	POTOMAC	300.00	1,080.00
	FAN, ELECTRIC	N/A	LASKO	N/A	04/01/1990	AA	OFFICE	35.00
	FAN, FLOOR	85G300008985	PATTON	N/A	11/01/1995	AA	D LEVEL	400.00
	FAN, FLOOR	85G300008964	PATTON	N/A	11/01/1995	AA	D LEVEL	400.00

		FAN, FLOOR	GS00F14B02	LASKO	W/A	11/01/1995	A.A	C LEVEL	400.00
		FAN, FLOOR	W/A	PATTON	1-3070	11/01/1995	P.Y	C LEVEL	400.00
		FAN, FLOOR	B58300010425	PATTON	W/A	04/01/1990	A.A	D LEVEL	440.00
		FAN, FLOOR	0099153	UTILITECH	W/A	05/23/2008	R.R	HANK WAGES	95.00
		FORKLIFT	AT92007141	CATERPILLAR	GC25K	06/01/2007	A.A	A LEVEL, LEASED	14.88
		FORKLIFT	AT92001442	CATERPILLAR	GC25K	06/01/2007	A.A	C LEVEL, LEASED	0.00
		FAX MACHINE	U81227E7K220770	BROTHER	FAX-575	07/20/2007	EPA WEST	LARRY LEASED	0.00
		FAX MACHINE	U81638H0J184318	BROTHERS	INTELLI FAX 4100E	10/18/2010	A.A		211.99
807537		FAX MACHINE	CH887CM3F8	H/P	1040 INKJET	12/15/2008	P.Y		79.99
807538		FAX MACHINE	CH889CMKJT	H/P	1040 INKJET	12/15/2008	R.R		79.99
700000		FORKLIFT, CHERRY PICKER	H455187	YALE	DS0008AN24STD85	04/01/1990	A.A		11,238.00
479290		FORKLIFT, PROPANE	H407457	YALE	GLC000CB-JUAE083	04/01/1990	A.A	D LEVEL	12,120.00
		JACK, PALLET, SCALE	143189	HAWK	W/A	08/28/2003	EPA WEST		1,110.92
		JACK, PALLET	78143742100200	MULTITON	TM55	10/29/2002	P.Y		450.00
		JACK, PALLET		MULTITON	TM55	10/29/2002	A.A	A LEVEL	450.00
D541	945044	JACK, PALLET TRUCK W/BATTERY	7A108995	CROWN	ADPOW	04/01/1990	A.A		2,369.00
	945043	JACK, PALLET W/BATTERY	7A108993	CROWN	W/A	04/01/1990	A.A		2,369.00
D182	945377	JACK, PALLET	PWD58500149012	CLARK	W/A	04/01/1990	A.A		3,999.00
		JACK, PALLET	15197.00	ULINE	H-1043	02/10/2009	A.A	A LEVEL	289.00
		JACK, PALLET	19355.00	ULINE	H-1043	04/09/2009	EPA EAST	HANK WAGES	289.00
		JACK, PALLET	15205.00	ULINE	H-1043	02/10/2009	A.A	D LEVEL	289.00
D208	164446	JOHNSON BAR	A1014	W/A	W/A	04/01/1990	A.A	E LEVEL	75.00
D184	164434	LADDER 5-STEP	W/A	FIDELITY PROO	W/A	04/01/1990	A.A	B LEVEL	69.00
D347		LADDER, ALUMINUM 9FT	W/A	WERNER	369	04/01/1990	EPA WEST		139.00
		RAMP, STAIR, METAL	W/A	CAROLINA	W/A	04/01/1990	A.A		250.00
		RAMP, STAIR, METAL	W/A	CAROLINA	W/A	04/01/1990	A.A		250.00
		ROLL, LADDER	SW2414W01	EQUIP CO AMER	PT4-SH38-2DDTS	04/01/1990			979.00
	164464	SCALE, PLATFORM	G623819	FAIRBANKS MORSE	41-3132	04/01/1990	A.A	WAREHOUSE	294.00
		SCALE, DIGITAL	11355.00	RUBBERMAID	H-479	07/22/2011	EPA EAST	LARRY BUSSELL	159.71
		STAPPER	W/A	DAVIDSON METALS	W/A	04/01/1990	A.A		200.00
	164444	STRAPPER, METAL (3PC)	86203819.00	SIGNODE	AL-12	04/01/1990	A.A		206.00
		SHOP VAC, 14 GALLON			5.5HP	04/09/2009	A.A	WAREHOUSE	115.54
		TRUCK, APPLIANCE (RED)	SHT-M-66	STEVENS APPL	W/A	08/12/2002	EPA WEST		499.00
		TRUCK, HAND, 2 IN 1	W/A		W/A	08/12/2002	EPA WEST 2 @ 276.00 EA		552.00
		TRUCK, HAND, ALUMINUM		MAGLINER	H-1054	02/12/2008	A.A	D-LEV 2 @ 121.00 EA	242.00
		TRUCK, HAND, ALUMINUM, CONVERTIBLE		MAGLINER	H-1008	02/12/2008	A.A	2 @ 297.00 EA	594.00
		TRUCK, HAND, ALUMINUM, CONVERTIBLE		MAGLINER	H-1008	02/12/2008	P.Y.	2 @ 297.00 EA	594.00
		TRUCK, HAND, ALUMINUM, CONVERTIBLE		MAGLINER	H-1008	02/12/2008	EPA WEST		297.00
		TRUCK, HAND, ALUMINUM, CONVERTIBLE		MAGLINER	H-1008	02/12/2008	R.R CAGE		297.00
		TRUCK, HAND, NOSE EXTENS 30"				02/12/2008	A.A CAGE 2 @ 42.00 EA		84.00

41,992.91

APEX LOGISTICS GOVERNMENT FURNISHED PROPERTY (LEASED PROPERTY)

PROPERTY#	DESCRIPTION	SERIAL	MFG	MODEL	REC'D	LOC	REMARKS	EST COST
	FORKLIFT	AT82007141	CATERPILLAR	GC25K	6/1/2007	A.A RD	LEASED	3,516.91
	FORKLIFT	AT82001442	CATERPILLAR	GC25K	6/1/2007	A.A RD	LEASED	3,566.91
	TRUCK, CARGO	1GDM7F13X6F4D4528	GMC	T-7500	7/24/2007	A.A RD	LEASED	72,647.35
	TRUCK, PICKUP	1FTSW21PX7EB06068	FORD	F-250	7/1/2007	A.A RD	LEASED	33,000.00
LARRY	PHONE, CELL	354YHG5FSN	NEXTAL	MOTOROLA 1-265	6/1/2007	RONLAD REAGAN	LEASED	79.00
SMALLS	PHONE, CELL	364YMA9H68	SPRINT	MOTOROLA 1-694	12/1/2010	A.A RD	LEASED	60.00
HANK	PHONE, CELL	364YHG2TIG	NEXTAL	MOTOROLA 1-265	6/1/2007	EPA WEST	LEASED	79.00
LAWRENCE	PHONE, CELL	364YHG2T9D	NEXTAL	MOTOROLA 1-265	6/1/2007	A.A RD	LEASED	79.00
RICH	PHONE, CELL	384YMY3328	NEXTAL	MOTOROLA 1-265	2/1/2008	A.A RD	LEASED	79.00
CLIFF	PHONE, CELL	384YMY42J8	NEXTAL	MOTOROLA 1-265	2/1/2008	A.A RD	LEASED	79.00
P.Y	PHONE, CELL	384YMY33B7	NEXTAL	MOTOROLA 1-265	2/1/2008	P.Y	LEASED	79.00
CTS000745	COMPUTER,SYSTEM:6PRWQJ1		DELL	OPTIPLEX 760	05/28/2008	AA	LAWRENCE, LEASED	0.00
CTS000759	COMPUTER,SYSTEM:0MRWQJ1		DELL	OPTIPLEX 760	05/28/2008	AA	RENEE, LEASED	0.00
CTS000736	COMPUTER,SYSTEM:4DRWQJ1		DELL	OPTIPLEX 760	05/28/2008	AA	MARGARET, LEASED	0.00
CTS010228	COMPUTER,SYSTEM:3MRL3K1		DELL	OPTIPLEX 760	05/28/2008	AA	LEA, LEASED	0.00
CTS000786	COMPUTER,SYSTEM:0RNWQJ1		DELL	OPTIPLEX 760	05/28/2008	EPA WEST	LARRY LEASED	0.00
CTS004583	COMPUTER,SYSTEM:DPQDYH1		DELL	OPTIPLEX 760	05/28/2008	EPA WEST	HANK, LEASED	0.00
CTS004634	COMPUTER,SYSTEM:3R6FYH1		DELL	OPTIPLEX 760	05/28/2008	P.Y	PY, LEASED	0.00
								\$124,264.97

ATTACHMENT 5

DEPARTMENT OF LABOR WAGE DETERMINATION

Labor Services & Warehouse Operations Support

REGISTER OF WAGE DETERMINATION UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary		WAGE AND HOUR DIVISION
of Labor		WASHINGTON D.C. 20210
		Wage Determination No.: CBA-2012-
4861		
Diane Koplewski	Division of	Revision No.: 0
Director	Wage Determinations	Date Of Last Revision: 2/29/2012

State: District of Columbia

Area: Statewide

Employed on U.S. EPA - Administrative Contract Service Center contract for Warehouse & Labor Services.

Collective Bargaining Agreement between contractor: Apex Logistics, LLC, and union: Industrial Technical and Professional Employees Union (UPEIU), A Local 4873, effective 6/1/2011 through 4/1/2013.

In accordance with Section 2(a) and 4(c) of the Service Contract Act, as amended, employees employed by the contractor(s) in performing services covered by the Collective Bargaining Agreement(s) are to be paid wage rates and fringe benefits set forth in the current collective bargaining agreement and modified extension agreement(s).

ATTACHMENT 6
COLLECTIVE BARGAINING AGREEMENT